



Cedar City

10 North Main Street • Cedar City, UT 84720
435-586-2950 • FAX 435-586-4362
www.cedarcity.org

CITY COUNCIL WORK MEETING MARCH 5, 2014

Mayor
Maile L. Wilson

Council Members
Ronald R. Adams
John Black
Paul Cozzens
Don Marchant
Fred C Rowley

City Manager
Rick Holman

The City Council will hold a work meeting on Wednesday, March 5, 2014, at 5:30 p.m., in the Council Chambers at the City Office, 10 North Main Street, Cedar City, Utah. The agenda will consist of the following items:

- I. Call to Order
- II. Agenda Order Approval
- III. Administration Agenda
 - Mayor and Council Business
 - Staff Comment
 - Employee of the Month, Mike Bleak - EAC
- IV. Public Agenda
 - Public Comments
- V. Business Agenda
 - Public
 1. Request to modify/remove the island in the vicinity of 647 S. Cross Hollow Road in front of Stone Haven – Stacy Jones/Sharon Wasden
 2. Public Hearing to consider sponsorship of Un Plugged Cedar City – Rick Holman
 3. Consider approval of a bond agreement and final plat for Ashdown Forest PUD Phase 7 – Brian Nichols/Paul Bittmenn
 4. Consider an agreement with Builder Group, LLC, to use the Iron Ranger's arena for a dash for cash and demolition derby - Bryce Davis/Dan Rodgerson
 - Staff
 5. Consider a Memorandum of Understanding (MOU) between Cedar City and the Iron County Restaurant Tax Board for a grant of \$2,500 for Main Street Banners – Danny Stewart
 6. Consider the 2014 Utah State Library Memorandum of Agreement (Community Library Enhancement Funds) in the amount of \$9,184.00 – Steve Decker
 7. Consider the UDOT Statewide Utility License Agreement – Ryan Marshall
 8. Consider fee increase for overnight stall rent at Cross Hollows Arena – Dan Rodgerson
 9. Consider proposals for a software package at Cedar Ridge Golf Course – Jared Barnes
 10. Consider an appointment to the Parks and Recreation Advisory Board – Mayor Wilson

Dated this 3rd day of March, 2014.

Renon Savage, CMC

City Recorder

CERTIFICATE OF DELIVERY:

The undersigned duly appointed and acting recorder for the municipality of Cedar City, Utah, hereby certifies that a copy of the foregoing Notice of Agenda was delivered to the Daily News, and each member of the governing body this 3rd day of March, 2014.



Renon Savage, CMC
City Recorder

Cedar City Corporation does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.

If you are planning to attend this public meeting and, due to a disability, need assistance in accessing, understanding or participating in the meeting, please notify the City not later than the day before the meeting and we will try to provide whatever assistance may be required.

STONEHAVEN ENTRANCE EXHIBIT



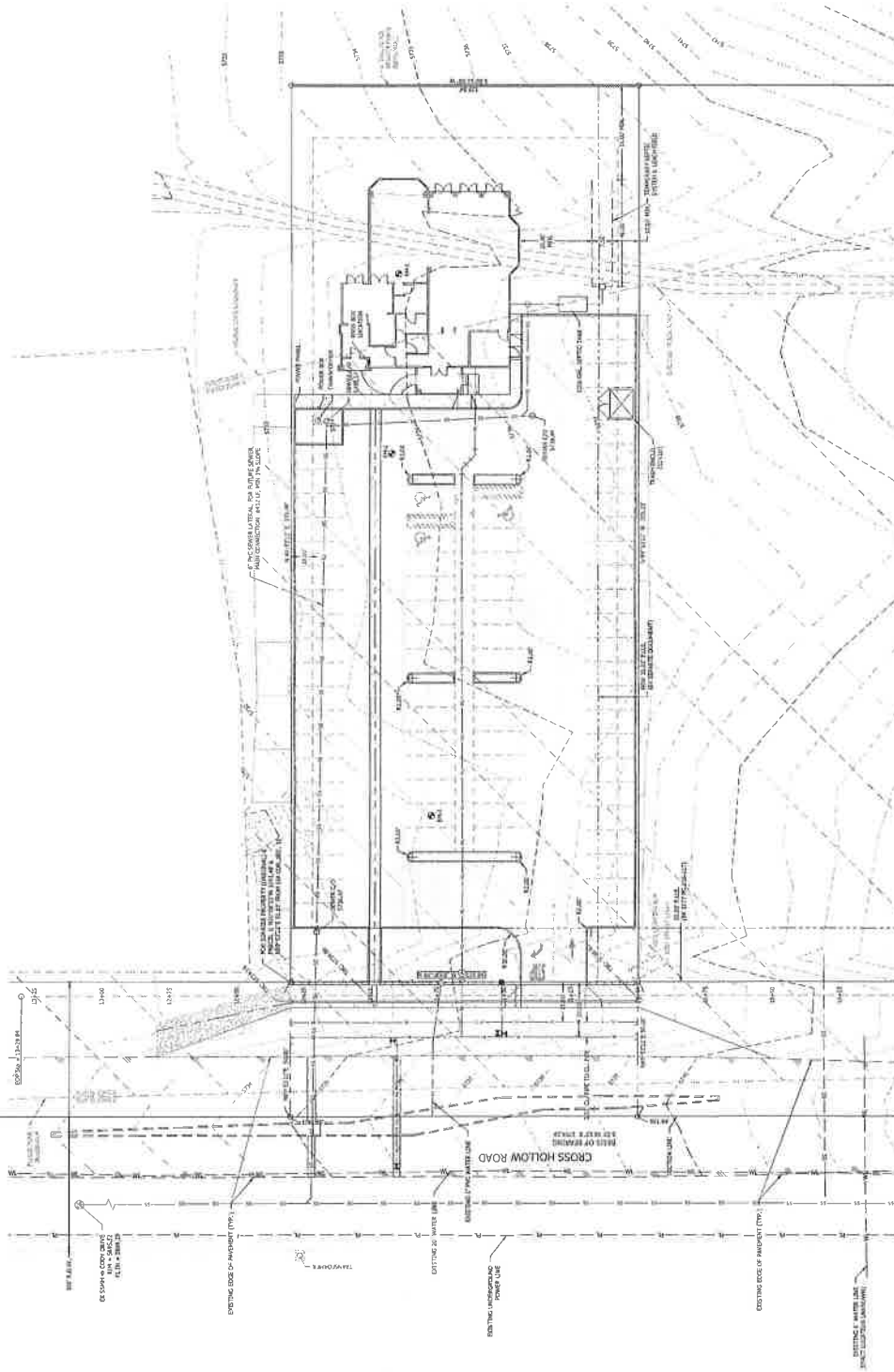
CROSS HOLLOW ROAD

STONEHAVEN

20.00' P.U.E.
(BK 1077 PG 216-217)

AS-BUILT SITE PLAN

SW1/4 SEC. 16, T36S, R11W, SLB&M
CEDAR CITY, IRON COUNTY, UTAH



SCALE IN FEET
0 10 20



ALL ORIGINAL PROJECT ENGINEERING WAS DONE BY:
WATSON ENGINEERING COMPANY, INC.
550 NORTH MAIN STREET
CEDAR CITY, UTAH 84721
TEL (435) 585-3004 FAX (435) 585-7460
WWW.WASOINC.COM

CEDAR CITY COUNCIL
AGENDA ITEMS V - 3
DECISION PAPER

TO: Mayor and City Council

FROM: Paul Bittmenn

DATE: March 3, 2014

SUBJECT: Final plat and bond agreement approval for Ashdown Forest PUD phase #7.

DISCUSSION:

This is a small subdivision consisting of approximately 2.2 acres and creating five (5) lots. It is located in the Northeast corner of the Ashdown Forest PUD. These lots will be added to the PUD.

The Planning Commission minutes are attached. They have given a positive recommendation for the approval of this subdivision.

Also attached is a bond agreement. The developer has posted a cash bond to insure the improvements are completed. The bond agreement spells out the terms and conditions upon which the bond will be released and the developer's responsibility to complete and warrant the property.

The City's PUD ordinance requires the following in the covenants, conditions, and restrictions (CC&Rs) for a PUD: (1) a damage waiver for gated communities; (2) a statement of responsibility and budget for maintenance of all private common improvements; (3) a statement limiting units available for rent or lease to less than 30% of the total livable units in the PUD; (4) R.V. parking restrictions if no R.V. parking is provided; and (5) prohibition of parking on the street when the asphalt is less than thirty five (35) feet wide. I have reviewed the CC&Rs for Ashdown Forest. This is not a gated community so no damage waiver is required. No such waiver is contained in the CC&Rs but there is a general waiver on the final plat. The CC&Rs set up a system to raise money from the land owners within the PUD and sets out requirements to conduct maintenance. There is a restriction that RVs have to be parked on a concrete pad behind a fence on the owner's lot. There is a prohibition on parking. The one condition this entire PUD does not have is a restriction on the number of rental units. The first phase of the PUD when the CC&Rs were adopted and recorded was recorded approximately six (6) months prior to the City amending its PUD ordinance to require the 30% limitation. All subsequent phases have developed under the existing CC&Rs. Please consider approving the final plat and bond agreement for Ashdown Forest PUD phase #7.

is if he were to pull a building permit to do something there.

Mr. Wittwer will get him a master plan of what they are planning to do in their area.

Bob P. will also get with Mr. Prestwich and let him know all the plans for the area.

Rich moved to approve the commercial PUD for the Boulevard Home area, seconded by Mike and the vote was unanimous.

**4- PUD Final Plat
(Recommendation)**

**Ashdown Forest Phase 7
Nichols Cnyn. & Lumberjack**

**Nichols/ Heath -GO
Civil**

Heath O. said this is the area at the very end of Nichols Canyon Road. Back in 2007 they had a phase 7 of about 78 lots. That phase would require a new water system and a tank. Now they are prepared to do just these 5 lots at the end of this road. They only need to put in a minimal amount of water, sewer and a little dead end street. He pointed out the dyke by this area and the walking trail that has all been installed.

Kit pointed out that this is the final plat. He has the construction drawings and the bond estimate. This is only a recommendation as it goes on to City Council.

Vance wondered if there were any concerns. He asked about the water flow and runoff from Lot 3. There are no drainage concerns; the concern is all with the water pressure and there have been notes places on lots 3 & 4 to inform any potential buyer that they need to check the water pressure for the type of house they plan to build there. Fred said no matter what, they will come to the City to fix any problem they have. Kit indicated they have given them warning with the note on those lots.

Fred wondered if the fire department was OK with these small dead end streets. Kit indicated that they have 3 point turn around on those dead ends. The fire department did tests on the water pressure and say there is enough to fight a fire. Fred asked if this new tank project would help the pressure in this area. He was told that although the tanks have a interconnect line, that would not aid the pressure here.

The pressure on the water at the front of these lots is 40 psi. The ordinance calls for 35 psi and they usually like to design subdivisions with 45 psi. The only concern would be if they were to build a very high home, 2-3 story, how the pressure would be on the top floor.

Fred wanted to know how it was in the next phase over. Brian Nichols talked about the pressure in those areas. There is not a lot of difference in elevation between the two areas and there have been no problems.

The City is being extra cautious with putting notes on those two lots. Kit said this water pressure is based on the tank being empty. If the tank was full, that pressure would be more. Heath said there is an 8" fire flow line there and no concerns with fighting a fire. The convenience would be more like an upstairs bath.

Fred wondered if they would continue to build up in this area. Heath pointed out that the original plan for this phase 7 was 78 lots. They would need to put in a completely separate water system when they develop anything up further. When they get ready to develop more in this area, then they would need that water system. This is the maximum on the City's current system. If any concerns are brought up, it is usual that they would come to the City for a

solution. It was talked about how these lots are being developed and sold by realtors, and if anything, the owners would go back to them with any problems first. The City has set a minimum for the water pressure, and they have met that. Fred asked what the difference was between pressures with an empty tank vs. a full tank. Kit thought that to be about 10-15 pounds of pressure.

Kent moved to give a positive recommendation for Ashdown Forest Phase 7 to City Council; seconded by Kristie and the vote was unanimous.

**5- Road Dedication
Street Widening
(Recommendation)**

**Staheli Property
Industrial Rd & Airport**

Staheli/City

Kit said this was City initiated. The property owner pulled a building permit and the City approached him to give the City the portion of the road to meet the standards for this area. They gave enough along their property line to get a 50' right-of-way which is what is further east by the development near the old coke plant. Normally, they would like a 66' road right-of-way here, but the City is planning to widen that when the railroad right-of-way is vacated someday. They will get the 16' on that side.

It was wondered about all the space between here and the coke plant area. Kit said they would just pick up each piece as it develops.

Rich moved to recommend to City Council this road dedication; seconded by Kristie and the vote was unanimous.

**6- Consider an amendment to Chapter 24,
section IX regulating home occupations.**

Bruce Hughes/Paul B.

Paul B. said that part of the planning commission's job was to make recommendations of any changes in zoning ordinances. He said that it is structured now to discourage commercial type businesses in the residential areas. There is a little wiggle room with that. Mostly in the R-3 zone there are certain limitations for commercial uses. Generally, for any exception you can go to the Board of Adjustments and get a home occupation. Paul send all members a copy of the home occupation current rules. (see attachment #1) There are things like daycare that don't allow outside employees to come to work ion your home. Some things restrict the size of an ad or sign you can have at your home. The idea is to not have commercial things in neighborhoods. He stated the Mr. Hughes approached the Board of Adjustments and wanted a home occupation to do accounting. They have employees and that complicated the matter. He asked the City if there could be something done. To come up with the number of employees one could have, they look at the allowable space. They would bet 1 employee for each 100 square feet of space that they use for this home business. For an example, Larry would go out and look at the home. Say it is 4000 square feet total with 2000 on the main floor and a basement. They are allowed 25% of the main level for that home occupation. They would use about 500 square feet of that home for that. Based on that, he could have up to 5 employees as long as he met all

**IRREVOCABLE CASH
BOND AGREEMENT FOR IMPROVEMENTS**

THIS AGREEMENT entered into this ____ day of March, 2014, by and between Cedar City, a municipal corporation of the State of Utah, herein referred to as "CITY", and Fiddlers Canyon Development LTD, herein referred to as "APPLICANT", and residing at Iron County, Utah.

WITNESSETH:

WHEREAS, APPLICANT desires subdivision recordation from CITY for Ashdown Forest PUD Phase 7, located in the vicinity of 2100 North and 1250 East, Cedar City, Utah ;
and

WHEREAS, the terms of said approval require APPLICANT to install the improvements set forth on Exhibit "A" attached hereto and hereby incorporated by reference; and

WHEREAS, CITY will not grant approval until adequate provision has been made to guarantee installation of the improvements, and warranty the improvements from any defects, which improvements and required warranty are estimated to cost \$ 60,846.00 (\$46,567.00 for the PUD improvements and \$14,279 for the City improvements) , and which improvements shall be installed under the direction and supervision of and in accordance with the specifications of CITY, and as described and set forth herein; and

WHEREAS, City Ordinances require APPLICANT to pay all applicable fees prior to installation of improvements set forth herein; and

WHEREAS, provision has been made by law whereby APPLICANT may, in lieu of final completion of the improvements prior to development approval file a guarantee acceptable to and in favor of CITY to secure the actual construction of the improvements in a manner satisfactory

to the CITY; and

WHEREAS, the parties hereto expressly acknowledge the purpose of this bond agreement is not only to guarantee the proper installation of the improvements set forth herein, but also to eliminate the harmful effect of premature subdivision and other land developments which may leave property undeveloped and unproductive; and

WHEREAS, the parties expressly acknowledge that the benefits and protections provided by this Agreement shall enure solely to the CITY and not to third parties, including but not limited to lot purchasers, sub-contractors, laborers and suppliers.

NOW THEREFORE, in consideration of the covenants set forth herein, the parties agree as follows:

1. All data which is used by CITY to compute the cost of improvements is hereby made a part of this Cash Bond Agreement, attached hereto as Exhibit "A".

2. This Agreement further incorporates by reference the subdivision plat and all provisions required by Chapter 32 of the Cedar City Ordinance governing subdivisions.

3. APPLICANT shall complete the improvements required by this Agreement within one (1) year from the date of approval of the final plat by the City Council.

4. APPLICANT shall pay fees required prior to the issuance of any building permit for the first lot in the subdivision.

5. APPLICANT expressly acknowledges its obligation to complete and warrant the improvements is independent of any obligation of the CITY. APPLICANT agrees that its obligation to complete and warrant the improvements is not conditioned upon the commencement of actual construction work in the subdivision or development or upon the sale of any lot or part of the subdivision or development. APPLICANT further acknowledges that its

obligation to complete and warrant the improvements is independent of any other remedy available to CITY to secure proper completion of the improvements, and therefore acknowledges that APPLICANT may not assert as a defense that CITY has remedies against other entities, or has other remedies in equity or at law that would otherwise relieve APPLICANT of its duty to perform, or preclude CITY from requiring APPLICANT'S performance under this Agreement.

6. APPLICANT hereby files as an independent guarantee with CITY for the purpose of insuring construction and installation of the improvements a cash bond in the amount of \$60,846.00 (herein referred to as the "proceeds"). APPLICANT further agrees not to make demand for the proceeds prior to the time period stated in paragraph 3 above.

7. Final acceptance of the improvements shall be official only upon written notice to the APPLICANT from CITY expressly acknowledging final acceptance and upon delivery of lien waivers to the CITY covering all labor and material incorporated into the improvements.

8. APPLICANT shall be responsible for any substandard or defective improvements for a period of one year following final acceptance.

9. APPLICANT agrees to hold CITY, its officers, agents and employees harmless from any and all liability which may arise as a result of the installation of the improvements.

10. In the event the improvements have been installed to the satisfaction of the CITY pursuant to this Agreement and Cedar City Ordinances within the above-stated time period, CITY agrees to execute a written release of the proceeds of the cash bond.

11. In the event the improvements have not been installed to the satisfaction of the CITY pursuant to this Agreement and the Cedar City Ordinances within the above-stated time period, CITY may use and expend all of the proceeds, or such lesser amount as may be estimated by CITY to be necessary to complete the improvements required herein.

12. It is expressly understood and agreed upon that this Agreement shall not relieve APPLICANT from the obligation to install the improvements in full. Should CITY demand payment pursuant to this Agreement, APPLICANT agrees to install any of the improvements and compensate CITY for all costs, including but not limited to construction, engineering and legal costs incurred by CITY to install any of the improvements to the extent that said costs are not adequately covered by the proceeds.

13. In the event of failure to complete improvements as required herein no further permits shall be issued, no business license shall be issued, and/or any existing permits or business license applicable to the location of the improvements shall be suspended until the improvements are completed. Upon City Council approval, a new bond may be executed to insure completion of the remaining improvements.

14. City may use the proceeds to hire a contractor on behalf of APPLICANT to complete the improvements. APPLICANT expressly grants to CITY and any contractor hired by CITY on behalf of APPLICANT, its successors and/or assigns, the right of access to the project property to complete the improvements.

15. Should any improvements prove to be substandard or defective within the one-year warranty period set forth above, CITY shall notify the APPLICANT in writing of such substandard or defective improvements. APPLICANT shall then have fifteen (15) days from said notice in which to commence repair of the improvements, and a reasonable amount of time as determined by CITY which shall be specified in the notice to complete repair of the improvements.

16. Should CITY exercise its option to install, complete or remedy any defect in the improvements, APPLICANT shall be responsible for the payment of the premium for any

insurance policy covering any liability, damage, loss, judgment or personal injury to any person or property, including but not limited to damage to APPLICANT or its property as a result of the work of any contractor hired by CITY on behalf of APPLICANT, its successors and/or assigns. The minimum dollar amount and the scope of coverage of the insurance policy shall be determined by CITY. APPLICANT shall indemnify and hold harmless CITY, its officers, employees and agents for any liability which exceeds the insurance policy limit. APPLICANT further agrees that CITY, at its option, may collect and expend the proceeds to make the premium payment should APPLICANT fail to pay said premium at the time of APPLICANT'S default as determined by CITY. Should APPLICANT fail to pay the same, no permit, approval or business license shall be issued by CITY, and any existing permit, approval or business license shall be suspended until the premium is paid and a bond is in place to pay subsequent payments on any such improvements or repairs. APPLICANT further agrees to indemnify and hold harmless CITY, its officers, agents and employees, from any damage or loss suffered or any judgment resulting from the work of any contractor hired by CITY on behalf of APPLICANT.

17. Should CITY exercise its option to install, complete, or remedy any defects in the improvements, APPLICANT shall indemnify and hold harmless CITY for any liability which exceeds the bond amount for the payment of any mechanic's or materialman's liens as a result of any work of any contractor (including sub-contractors and materialmen of any contractor) hired by CITY on behalf of APPLICANT, or which may arise due to a defect in the payment bond.

18. In addition to those events previously described herein, the following shall be considered events of default, the occurrence of which shall entitle CITY to invoke any and all remedies outlined in this Agreement (1) APPLICANT'S abandonment of the project which shall include APPLICANT'S failure to perform work for 180 consecutive days; (2) APPLICANT'S

insolvency, appointment of a receiver, or filing a voluntary or involuntary petition in bankruptcy; (3) the commencement of a foreclosure proceeding against the project property; or (4) the project property being conveyed in lieu of foreclosure.

19. Time is of the essence. In case either party shall fail to perform the obligations on its part to be performed at the time fixed for the performance, the other party may declare such party in default of its obligations herein and pursue any and all remedies it may have, either in equity or at law.

21. Whenever the term APPLICANT is used herein, it shall also refer to APPLICANT'S successors and/or assigns.

22. This Agreement shall be interpreted pursuant to, and the terms thereof governed by, the laws of the State of Utah. This Agreement shall further be governed by City Ordinances in effect at the time of execution of this Agreement.

23. The making and execution of this Agreement has been induced by no representations, statements, warranties or agreements other than those herein expressed. This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter herein. This Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

24. If any portion of this Agreement is declared invalid by a Court of competent jurisdiction, the remaining portions shall not be affected thereby, but shall remain in full force and effect.

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Applicant's signature page.

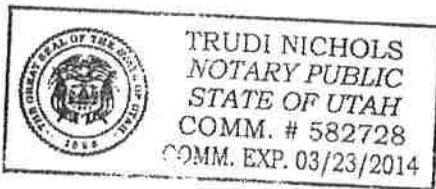
DATED this 28 day of Feb ~~March~~, 2014.

APPLICANT:

By Frank Nichols
Frank Nichols

STATE OF UTAH)
 :SS.
COUNTY OF IRON)

On this 28 day of February ~~March~~, 2014, personally appeared before me Frank Nichols who duly acknowledged to me that he signed the above and foregoing document.



Trudi Nichols
NOTARY PUBLIC

City's signature page.

Dated this ____ day of March, 2014.

CITY:

MAILE L. WILSON, MAYOR

ATTEST:

RENON SAVAGE, CITY RECORDER

STATE OF UTAH)
 :SS.
COUNTY OF IRON)

This is to certify that on the ____ day of _____, 2014, before me, the undersigned, a Notary Public, in and for the State of Utah, duly commissioned and sworn as such, personally appeared Maile L. Wilson, known to me to be the Mayor of Cedar City Corporation, and Renon Savage, known to me to be the City Recorder of Cedar City Corporation, and acknowledged to me that she the said Maile L. Wilson and she the said Renon Savage executed the foregoing instrument as a free and voluntary act and deed of said corporation, for the uses and purposes therein, and on oath state that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove written.

NOTARY PUBLIC

CEDAR CITY COUNCIL
AGENDA ITEMS V - 4
DECISION PAPER

TO: Mayor and City Council

FROM: Paul Bittmenn

DATE: March 3, 2014

SUBJECT: Agreement to lease Iron Ranger's Arena for a dash for cash/demolition derby.

DISCUSSION:

Attached is a proposed agreement to lease the Iron Ranger's Arena for three (3) days to a company named Builder Group, LLC. They would like to host an event called a dash for cash and demolition derby. The format for the event is detailed in the exhibit to the agreement, but in summary it is an event where there will be some auto racing and then a demolition derby.

The contract spells out the rent they will pay. The responsibility of the Builder Group to manage the parking and the event. The City through its contract with the Lions Club will manage concessions. The City staff will help in the setup of the arena. The Builder Group will be responsible for cleaning up after the event and restoring the arena surface so it is ready to host other events. The Builder Group will be required to obtain a \$3,000,000.00 insurance policy with the City as an additional insured.

Please consider approval of the agreement.

CROSS HOLLOW EVENT CENTER ARENA LEASE

This agreement is entered into on the ____ day of _____, 2014, between Cedar City a Utah municipal corporation and political subdivision, hereinafter referred to as "LEASOR"; and Builder Group, LLC, a Utah Limited Liability Corporation, hereinafter referred to as "LEASEE".

WHEREAS, LEASOR owns the Cross Hollow Event Center which includes the outdoor Iron Rangers Arena; and

WHEREAS, LESSEE has requested the use of the outdoor Iron Rangers Arena and associated facilities and parking to produce a Dash and Crash format automobile race and demolition derby, hereinafter referred to as "the event", and more particularly described in LESSEE's event proposal which is attached hereto and incorporated herein as exhibit #1; and

WHEREAS, the event will be limited to ten (10) or less competitors which shall be pre-qualified by LESSEE in accordance with standards adopted by LESSEE; and

WHEREAS, the event will incorporate such safety measures as LESSEE deems necessary and appropriate; and

WHEREAS, LEASOR is in the business of leasing its property to various lessees to produce a variety of events.

NOW THEREFORE LESSOR and LESSEE agree that mutual consideration exists to support the formation of this agreement and they agree as follows:

1. Duration. The event shall be held on the ____ day of _____, 2014. In order to prepare the arena and to reclaim the arena after the event LESSEE agrees to rent the outdoor arena for one day prior to the event and one day after the event.
2. Cost. LESSEE will be required to pay a rental fee of six hundred dollars (\$600). In addition to the rental fee LESSEE will pay a one thousand four hundred dollar (\$1400) security deposit and an eight hundred dollar (\$800) preparation fee. The rental fee and arena preparation fee are not refundable. The entire security deposit may be refunded within thirty (30) days of the event less any deductions for damage to the City's facility caused by the producers, participants, and invitees of the event. The rental fee, deposit, preparation fee, and certificate of insurance are due prior to LESSOR having an obligation to reserve the facility.
3. Preparation. The dirt surface of the outdoor arena will have to be modified for the event. This modification generally consists of removing the top six (6) to eight (8) inches of soil and using this material to create a berm around separating the interior of the arena from the fencing, chutes, bleachers and other structures around the arena. LESSOR's staff using LESSOR's equipment shall work cooperatively with and under the direction of, LESSEE the day prior to the event and the day of the event to make the necessary modifications to the arena. If LESSEE

requests relocation of fencing, chutes, or other portable items in the arena this work shall also be done in a cooperative manner between LESSOR's staff and LESSEE.

4. Reclamation. The day after the event LESSEE, using LESSEE's manpower and equipment shall return the arena to its normal condition. This shall include: (1) removal of all metal, plastic, glass, fluids, or any other material that may be present in the arena and may be associated with the event; (2) once LESSOR is satisfied that all material has been removed from the arena the top soil used for the berms shall be pushed back into place, graded, and scarified; (3) all fencing, chutes, or other portable items in the arena shall be returned to their configuration prior to the event; and (4) removal of the vehicles and other material used in the event from LESSOR's property within forty eight (48) hours of the event.
5. Scope of lease during the event. During the event LESSEE will be allowed to use LESSOR's outdoor arena, outdoor public address system, lights, bleachers, outdoor restrooms, and outdoor parking facilities in a reasonable manner to facilitate the production of the event. During and after the event LESSEE will be required to clean the restrooms, bleachers, parking lot. Also, during the event LESSEE shall manage the smooth flow of traffic in the parking lot.

This lease does not guarantee LESSEE use of the indoor arena or other of LESSOR's facilities located on LESSOR's property. LESSOR may, at LESSOR's sole discretion, use the indoor arena and other facilities located on LESSOR's property, other than the outdoor arena, and parking facilities located on LESSOR's property for other events during the three (3) days when LESSEE is paying to lease the outdoor arena. LESSOR will use its best efforts to minimize conflicts if other events are scheduled. This lease does not entitle LESSEE to the use of LESSOR's concession stands, and LESSOR reserves the right to run the concession stands during the event.

During the three (3) days when LESSEE has LESSOR's facilities booked LESSEE is permitted to display advertising materials, banners, signs, sponsor logos and materials, and promotional materials in and around the outdoor facility as long as these materials: (1) are not offensive, obscene, or vulgar in nature; (2) are only temporally affixed to LESSOR's land and property in a manner that will not injure LESSOR's land or property; (3) are only in areas that do not harm ongoing operations, parking, utilities, or LESSOR's ability to run its facilities, and (4) are not in conflict with existing ordinance or law. LESSOR and LESSEE will work in a cooperative manner when determining how and where to post such materials.

4. Safety. LESSEE, at LESSEE's sole expense, shall hire standby emergency medical, ambulance, and properly equipped fire personnel during the event. Prior to the event LESSEE shall provide to LESSOR confirmation that emergency medical, ambulance, and properly equipped fire personnel have agreed to work the event. LESSOR reserves the right to cancel the event at any time and without advanced notice to LESSEE if emergency medical, ambulance, and properly equipped fire personnel are not present during the event.

All safety related precautions shall be the sole responsibility of LESSEE. The safety related precautions include, but are not limited to: the physical fitness standards for the drivers; the

protection of the spectators, drivers, crew members, and staff; the safety precautions taken in the design and construction of the vehicles; the size, shape, and configuration of the berms around the arena; and all other reasonable precautions related to producing the event that protect the safety of the spectators, participants, crew, drivers, staff, and LESSOR's property.

5. Cancellation. Once all fees and deposits have been paid and the insurance certificate has been provided LESSOR shall book the facility for the required three (3) day period. Once booked LESSEE may cancel up to seven (7) days in advance of the event and receive a full refund of all fees paid and security deposit. If LESSEE cancels with less than seven (7) days left prior to the event LESSEE may receive a refund of the preparation fee, but the rental fee will not be refunded. For purposes of calculating the seven day period the day of the event shall not be counted as a day. Once the work has been done to prepare the arena the arena deposit shall no longer be refundable.

LESSOR makes no warranties that the outdoor facilities will not be impacted by adverse weather conditions that may make production of an outdoor event difficult. LESSEE's cancellation due to adverse weather conditions is done at LESSEE's own risk. Any refunds of amounts paid will be pursuant to the foregoing paragraph.

An act of God, strike, act of terror, or other act beyond the control of either party that leads to the cancellation of the event shall only result in a refund in accordance with the provisions contained herein.

If LESSEE cancels the event due to inclement weather, act of God, strike, act of terror, or any other act beyond the control of either party LESSEE may re-schedule the event. Once LESSEE and LESSOR have agreed to a new date for the event the terms of this agreement shall apply to the re-scheduled date. Re-scheduling pursuant to this paragraph is not considered a modification of the agreement requiring a new written document as long as representatives from LESSEE and LESSOR make a written memorandum of the new date.

6. Insurance, hold harmless, and indemnification. LESSEE shall obtain an insurance policy with coverage not less than three million dollars (\$3,000,000) per occurrence. As an additional insured LESSEE shall list Cedar City Corporation. LESSEE shall also obtain all workers compensation and unemployment compensation insurances in such limits as required by State Law. A certificate of insurance with the above coverage and naming the LESSOR as an additional insured shall be provided to LESSOR prior to final booking of the facility.

During the three (3) days when LESSEE is renting LESSOR's facilities LESSEE shall hold harmless and indemnify Cedar City Corporation, its elected and appointed officials, its employees, agents, and assigns from and against any and all liabilities due to the negligent acts LESSEE, its employees, its agents, the event participants, staff, and guests.

7. Advertising. LESSOR will assist in advertising the event to the following extent: (1) including material on the cedarcity.org web page, and; (2) display and distribution of written flyers and

materials at LESSOR's facilities, informational kiosks, and other locations under LESSOR's control where such material is typically displayed.

8. Miscellaneous provisions.

- A. LESSEE, its employees, officers, agents, volunteers, and assigns shall have control over how they work, who provides the tools and equipment necessary for their work, the method and manner of payment for their work, methods and manner of compensation for injuries during their work, and general matters related to their business. LESSEE is strictly an independent contractor and LESSOR is in no way liable for their actions.
- B. No assignment of LESSEE's interest in this lease will be permitted without the express written permission of LESSOR. All assignments of LESSEE's interest in this lease shall be subject to all of the provisions in this lease.
- C. Contact information for LESSEE is provided in the attached and incorporated exhibit #1. If LESSEE's contact information changes LESSEE is required to notify LESSOR.
- D. LESSOR's failure to enforce one or more of the terms, remedies, or conditions contained herein is not a waiver of the terms, remedies, and conditions contained herein. No failure by LESSOR to insist upon the strict performance of any term in this agreement or to exercise any right available on a breach of any condition herein shall constitute a waiver of any of the terms herein.
- E. This agreement shall not be modified, altered, or changed in any way whatsoever unless in writing and signed by LESSOR and LESSEE.
- F. All disputes resulting in legal action shall be governed by the laws of the State of Utah. Jurisdiction shall be vested in the District Courts in and for the State of Utah. Venue is vested in the 5th Judicial District Court in and for Iron County, State of Utah or in any other successor district court of competent jurisdiction.
- G. This is an integrated agreement. No prior or subsequent written or oral representations from LESSOR or LESSEE shall be deemed to modify this agreement. Modifications to this agreement are only allowed in accordance with the terms of this agreement. This agreement shall be interpreted on the four corners of the agreement. Any provision that conflicts between the agreement and exhibit #1 shall be resolved in favor of the agreement.
- H. Each person signing this agreement represents they have done everything necessary to be able to bind each entity to the provisions contained herein.

LESSOR'S SIGNATURE PAGE.

Dated this ____ day of _____, 2014.

MAILE L. WILSON
MAYOR

[SEAL]
ATTEST:

RENON SAVAGE
RECORDER

STATE OF UTAH)
 :SS.
COUNTY OF IRON)

This is to certify that on the ____ day of _____, 2014, before me, the undersigned, a Notary Public, in and for the State of Utah, duly commissioned and sworn as such, personally appeared Maile L. Wilson, known to me to be the Mayor of Cedar City Corporation, and Renon Savage, known to me to be the City Recorder of Cedar City Corporation, and acknowledged to me that she the said Maile L. Wilson and she the said Renon Savage executed the foregoing instrument as a free and voluntary act and deed of said corporation, for the uses and purposes therein, and on oath state that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove written.

NOTARY PUBLIC

LESSEE'S SIGNATURE PAGE.

Dated this ____ day of _____, 2014.

(Authorized signature)

(Print name and title)

STATE OF UTAH)
 :SS.
COUNTY OF IRON)

On this _____ day of _____, 2014, personally appeared before me
who duly acknowledged to me that ___he signed the above and foregoing document.

NOTARY PUBLIC

Exhibit #1

Cross Hollow Event Center Arena Lease



Event Proposal

EVENT NAME:

Cedar City Derby
(Name Tentative)

DATE:

April 18th, 2014
(Date Tentative)

PRESENTED BY:

Builder Group, LLC.
241 S. 450 W.
Cedar City, UT 84720

Production Manager:

Bryce Davis
(702) 742-4394
brycedavis08@gmail.com

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Introduction

For over a century, men and women around the world have gathered to witness the exciting sport of auto racing. Born from modern ingenuity and a competitive impulse, auto races began as exhibition shows at horse tracks. While the first American automobile race was held in 1895, it wasn't until the early 1950's that the sport would begin to really take hold in the hearts of Americans. Today, there are few live events that offer the excitement of motor sports.

The motor sports industry has since grown into a multi-billion dollar industry. From nationally acclaimed championship races held at prestigious venues and attracting over 100,000 spectators, to low budget races held at local arenas and fairgrounds, the motor sports industry offers excitement and entertainment for everyone.

It is the intent of Builder Group, LLC to host a motor sports event at the Cross Hollows Event Center in Cedar City, Utah. The event will take place in the Iron Ranger Outdoor Arena and consist of a "Dash and Crash" format. Drivers will engage in both single driver qualifying

rounds, and head to head racing, as well as a demolition derby finale.

The show will also include two intermission shows to be determined. Intermission shows may consist of motorcycle displays, UTV/ATV races, or other related sideshow acts. It is our intent to create an event that is both feasible and entertaining. Through careful planning and proper execution we will strive to:

- Create a show that is affordable and entertaining for spectators
- Promote a strong sense of community through the involvement of local businesses and organizations
- Promote economic activity by attracting non-local spectators and participants
- Provide a safe and controlled environment for attendees

Provided in the following pages is an outline of how we plan to accomplish these goals. We appreciate the dedication of our supporters and sponsors and have every conviction that the event will be an outstanding success.



Show Details

The night show will consist of three main events - Hot Lap Qualifying, Head to Head Match-Ups, and a Demolition Derby. The show will consist of no more than 10 competitors. All competitors will be personally chosen on an invitation only basis. Any person interested in competing in the event should contact Bryce Davis directly by phone at (702) 742-4304 or by emailing brycedavis08@gmail.com. Any individual sponsors must be approved before event day.

The show may also consist of sponsor displays and promotions including, but not limited to, banners, t-shirt giveaways, and car sponsorships. Each driver will be available for autograph signing and photos before the show. Each driver and select sponsors will also be given a personalized introduction during opening ceremonies of the show. As is tradition, the American Flag will be displayed and the National Anthem sung before the show commences. Two live announcers will be present for the duration of the show to provide commentary and entertain spectators.

It is imperative that every aspect of the night show be run in a strictly professional manner. No profanity or obscene material or gestures will be tolerated from drivers, sponsors, event staff, or guests. Good sportsmanship and a friendly attitude are to be portrayed by all drivers at all times.

It is a high priority that all events be run on a strict and direct schedule. Below is a tentative show schedule.

Show Schedule

6:00 PM	Gates Open, Driver Autographs
7:00 PM	Lights Dim, Play Sponsor Roll
7:02 PM	Opening Ceremonies, Driver Introductions
7:15 PM	Hot Lap Qualifying
	Each driver will do two laps around the arena oval track to determine Head to Head Match-Up orders
7:45 PM	Intermission #1
8:00 PM	Head to Head Match-Ups
	Two drivers at a time will race for three laps around the arena oval track. The winner of each matchup will receive an additional two points
8:30 PM	Intermission #2
8:45 PM	Demolition Derby Introduction and Staging
9:00 PM	Demolition Derby Start
9:30 PM	Award Winner and Interview at Podium
10:00 PM	Clear Arena, Begin Move Out

Production Details

With any motor sports event comes an undertaking of arena alterations and preparations. It is the desire of all parties involved that the arena be formatted in a manner that not only allows for a safe and efficient event, but that allows for the timely and effective restoration to its original condition. Special measures are to be taken to ensure that the arena is restored to a suitable venue for equestrian and livestock events. In order to assure that the arena is cared for and a suitable condition is maintained it is proposed that the following measures be taken:

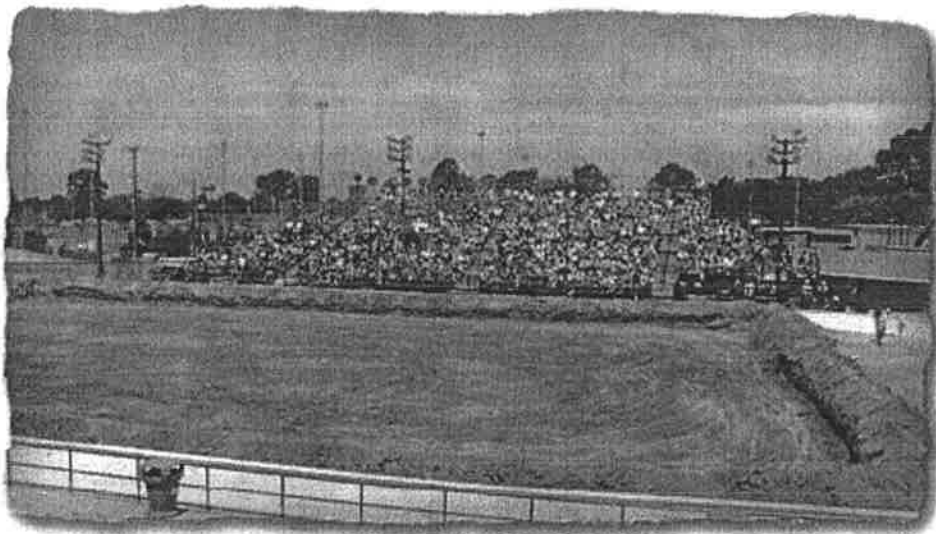
- The top 6-8 inches of top soil is to be pushed off of the racing surface.
- The top soil is to be pushed into a berm that will border the arena.
- Berms are to be built in a fashion that will not allow a car to traverse or penetrate them and reach the bleachers or surrounding fences and structures.
- Following the event, any debris or contaminants are to be raked out and removed from the arena.
- When the promoter and arena manager are satisfied that all debris and contaminants have been properly removed, top soil is to be pushed back into place, regraded, and scarified.
- All fences are to be put back in their original configuration and cleared of any debris.

The staff and crew at Builder Group, LLC take great pride in providing exceptional concern for venue sustainability and protection. Our managers and show directors have been directly involved with the production of large scale motor sports events including:

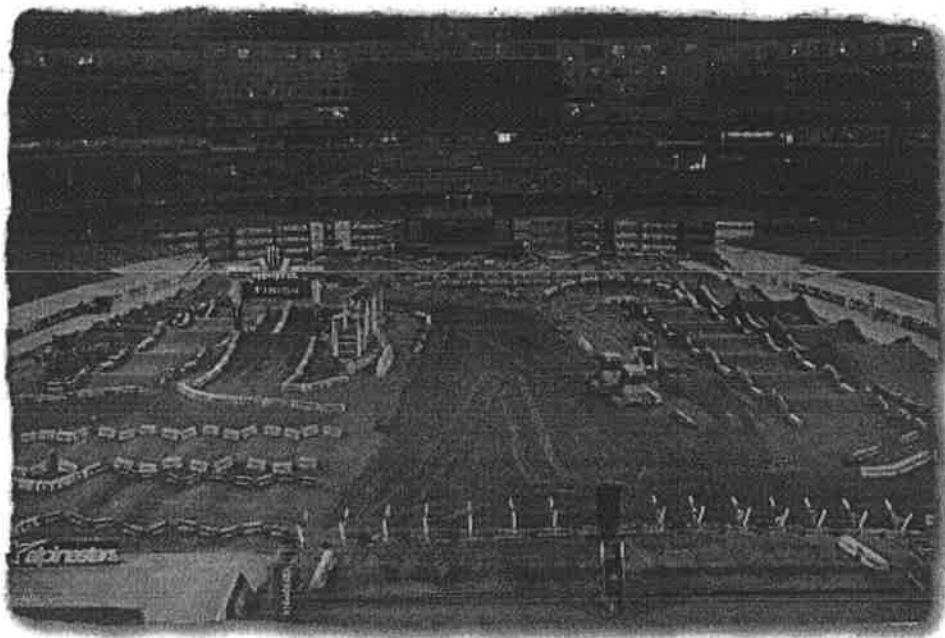
- The Monster Energy AMA Supercross Series
- Advanced Auto Parts Monster Jam
- The US Open of Supercross
- The Monster Energy Cup

Some of the venues we have worked in include:

- Angel Stadium, Anaheim, CA
- AT&T Park, San Francisco, CA
- Dodgers Stadium, Los Angeles, CA
- Qualcomm Stadium, San Diego, CA
- O.co Coliseum, Oakland, CA
- Chase Field, Phoenix, AZ
- Reliant Stadium, Houston, TX
- Cowboy's Stadium, Dallas, TX
- Sam Boyd Stadium, Las Vegas, NV
- MGM's Grand Garden Arena, Las Vegas, NV
- Livestock Events Center, Reno, NV
- Georgia Dome, Atlanta, GA
- Tingley Coliseum, Albuquerque, NM
- Lucas Oil Stadium, Indianapolis, IN
- Century Link Field, Seattle, WA
- Rice Eccles Stadium, Salt Lake City, UT



(ABOVE) This photo displays a typical design for an event of this size and caliber.
(BELOW) Track design and construction on the Monster Energy Supercross Series



Safety

Safety is a big priority for any motor sports event. It is crucial that the highest regards be taken to ensure the safety of all participants, staff, and guests. To be sure that all safety measures are met, drivers and staff will be required to attend mandatory safety meetings before the event. A safety rule book will be implemented, and all drivers will be responsible to its strict adherence. A safety director will be appointed to manage and direct all matters of safety. Fire Extinguishers are to be required in all vehicles and on-site and within access of all staff members at all times.

Marketing and Advertising

Marketing and Advertising will comprise a portion of funding for the event. All advertising sold will allow advertisers the right to hang banners and set up display promotions on site at Cross Hollows Event Center. Specific rates and vendor access are to be determined by individual contracts.

Ticket Pricing

Tickets are to be sold at the following rates:

Adults	\$ _____
Children Under 5	\$ _____
SUU Students	\$ _____

Additional ticketing options may include group discounts, family packages, and VIP Tickets:

Contact Information

Production Manager:
Bryce Davis
(702) 742-4304
brycedavis08@gmail.com

Show Director:
Shane Davis
(702) 556-0579
shanedavis361@gmail.com

Competition Coordinator:
Tracy Davis
(702) 683-6464
swiron@gmail.com

We hope to be able to plan and coordinate an event that will provide a valuable and positive influence on the community of Cedar City, UT. We thank you for your time and your support, and we look forward to working with you to make this a successful event this year and in years to come. If you have any questions or concerns, feel free to contact us.

Sincerely,

Bryce Davis
Production Manager

City Council
AGENDA ITEM 5

INFORMATION SHEET

TO: Mayor Wilson and City Council

FROM: Economic Development, Brennan Wood

DATE: February 24, 2014

SUBJECT: MOU for Iron County Restaurant Tax Board Grant

DISCUSSION: The office of Economic Development continues to work on the City brand and opportunities to market our many events. The City has the opportunity to design and produce banners for the new streetlights recently installed between 200 South and Center Street, and between 200 North and Coal Creek Road on Main Street. With these additional streetlights, Cedar City has the opportunity to place up to 83 banners that welcome tourist and residents into our downtown and help with our branding efforts.

Economic Development recently applied for and was awarded a grant of \$2,500 with the following objective:

- The goal of this project is to continue efforts to revitalize Cedar City's historic downtown by expanding the area on Main Street that can post promotional banners for Cedar City. Over the past two years, the effort to revitalize the historic downtown included nearly \$300,000 in improvement grants for new signage, façade and tenant improvements, outdoor furniture, and rent subsidies. The success of this campaign is not only the improvement of the appearance of our downtown, but the addition of several new businesses and more than 85 jobs in the historic downtown area. This project will place banner on up 83 streetlights and will continue to help grow the heart of Cedar City.

Matching funds of \$2,500 will come from the Mayor's discretionary budget. To receive funds, we have been asked to sign the attached MOU.

**Memorandum of Understanding
Iron County Restaurant Tax Board
2014 Project Funding Program**

WHEREAS, Iron County conducts a private/public partnership program known as the Iron County Restaurant Tax Project Funding Program (ICRTPFP) utilizing the funds generated by the Iron County Tourism, Recreation, Cultural and Conventions, and Airport Facilities Tax (TRCC -also known as the Restaurant Tax);

WHEREAS, an objective of the IC/RTPFP is to leverage the funds generated by the Iron County TRCC Tax for marketing programs and tourism promotion; or for the development, operation and maintenance of tourist, cultural, recreation, and convention facilities; or to pledge as security and reserves on bonds related to financing tourism, recreation, cultural and convention facilities;

WHEREAS, the Cedar City Economic Development Office has been qualified by the Iron County Restaurant Tax Advisory Board to receive \$2,500 for the banners for Historic Downtown;

NOW THEREFORE, be it resolved that the Iron County Restaurant Tax Board and Cedar City Economic Development, hereby enter into a private/public partnership in the amount of \$2,500.

The Iron County Restaurant Tax Board pledges the following to the partnership:

1. 50% of the approved amount of \$2,500 will be paid upon receiving the signed MOU and an invoice for that amount from the applicant no earlier than 60 days prior to the project start date; the remaining 50% being paid upon completion of the project and submission of the required vendor receipts.

The Cedar City Economic Development agrees to the following:

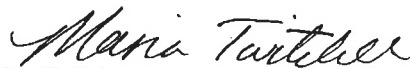
1. To comply with the policies and procedures outlined for the Iron County Restaurant Tax Project Funding Program.
2. To submit the initial funding invoice within the budget year for which funding was approved.
3. To complete the project in a timely manner. In the event the project can not be completed in the budget year, Cedar City Economic Development will submit an extension notice to the Iron County Restaurant Tax Board by November 1st.
4. To recognize Iron County as a contributor to the project in the form of: (specify below)

(Recognition should be stated as: Iron County Commission & Restaurant Tax Board)

It is understood and accepted that should the proposed project not be completed as outlined, all funds for the project must be returned to the Iron County Auditor immediately.

Agreed to this on the _____ day of _____, 2014

By:



Maria Twitchell
Executive Director
Iron County Tourism Bureau

Maile Wilson
Mayor
Cedar City Corporation

Please return one signed copy to:

Maria Twitchell
Tourism Bureau
581 N. Main
Cedar City, Ut 84721

CEDAR CITY COUNCIL
AGENDA ITEM 6

DECISION SHEET

TO: Mayor and City Council

FROM: Steven D. Decker, Library Director

DATE: February 24, 2014

SUBJECT: Consider approval and authorization for Mayor to sign 2014 Utah State Library Memorandum of Agreement (Community Library Enhancement Funds) in the amount of \$9,184.00.

ISSUE: CLEF Funding

DISCUSSION:

CLEF funds are granted annually, contingent upon legislative funding, to certified public library entities in Utah. The granting of CLEF funds is dependent on successfully passing a review based on the several criteria below.

Certification Standards:

1. A Library Board of Directors numbering between five and nine.
2. Compliance with Utah's Open Meetings Law.
3. A long-range plan in place.
4. A proper Internet Access Policy in place.
5. Regular, formal training for Board Members.
6. Current listing of Board Members and their contact information available.
7. Submission of certain reports.
 - a. Statistical Annual Report.
 - b. CLEF Expenditure Report.
 - c. Summer Reading Evaluation Report.
 - d. Triennial Internet and Online Access Policy and letter confirming compliance with certain sections of the Utah State Code.
8. Finances – Maintenance of Effort: Previous fiscal year's budget cannot show a decrease of 10% or more of the average budget of the past three years.
9. Local government support compliance – 65% of operating expenditures must come from jurisdictional tax revenues.
10. Qualifications of director and staff
 - a. Director must be MLS (Emporia State University, 2004)
or
 - b. Director must complete UPLIFT coursework within specified time (completed as a paraprofessional director in the 1980s and '90s.

11. Director and staff ongoing training: For libraries serving 25,000 residents or more the requirement is at least 100 contact hours annually.
12. Automated circulation system.
13. Active Internet presence.
 - a. Contact information for library director.
 - b. Programming schedule.
 - c. Catalog of materials.
 - d. Access to Pioneer: Utah's Online Library.
 - e. Staff contact for reference or assistance
14. Adequate open hours: For libraries serving communities the size of Cedar City the minimum is 52 unduplicated hours weekly (we offer 66).
15. An approved Collection Development Policy.
16. Adequate technology including wireless, skilled tech support, and internet speeds exceeding 768kbps.

In addition, the library must meet six out of ten benchmarks. At last audit, the Cedar City Library met eight (identified by *).

*Library Visits: 4 visits per capita.

*Circulation: 7 circulations per capita.

*Technology Access: 0.6 workstations per capita.

Programming: 0.2 program attendees per capita.

*Turnover Rate: 1.

*Collections Budget: 8% of expenditures.

*Local Operating Expenditures: \$14 per capita.

Staffing Levels: 0.0003 per capita

*Technology Access: 0.00045 Internet workstations per capita.

*Programming: 0.006 programs per capita.

RECOMMENDATION:

The MOA has to be returned to the Utah State Library Division no later than March 7th. It was sent to the library February 21. Therefore, timing for acceptance of the funding is outside the parameters of Cedar City's bifurcated work meeting/action meeting process. The department **recommendation** is that the council grant to Mayor Wilson authority to sign the Memorandum of Agreement and forward the following item to the Consent Agenda for March 12, 2014: Post festum ratification of Mayor's signature authorizing the 2014 Utah State Library Memorandum of Agreement (Community Library Enhancement Funds) in the amount of \$9,184.00.

Description for Agenda:

The Department of Transportation has on file a Statewide Utility License Agreement with Cedar City Corporation, dated September 9, 2002. The Department is updating and replacing all license agreements more than 5 years old to bring them into conformance with current rules and form. The old agreement will be terminated on February 28, 2014. Termination of the old agreement does not affect any permits issued and approved under the terms of that agreement.

CEDAR CITY CORPORATION
10 N. MAIN STREET
CEDAR CITY, UT 84720

Federal ID No: **87-000215**

STATEWIDE UTILITY LICENSE AGREEMENT

NONINTERSTATE

THIS AGREEMENT, made and entered into this _____ day of _____, 2014, by and between the UTAH DEPARTMENT OF TRANSPORTATION, hereinafter referred to as "UDOT" and CEDAR CITY CORPORATION a Political Subdivision in the State of Utah hereinafter referred to as the "CITY".

WITNESSETH:

WHEREAS, UDOT desires to assist in expediting the approval of permits issued by **UDOT** for locating, constructing and maintaining utility lines and related facilities ("facilities") within state highway rights of way; and excluding longitudinal installations within the interstate highway rights of way; and

WHEREAS, it is the desire of the parties hereto that the terms of this agreement shall apply to all permits issued to allow access onto state highway rights of way; hereafter approved in accordance with this agreement; and

WHEREAS, the parties desire that this agreement shall apply to approved location and construction permits on state highway rights of way in the State of Utah which are within the responsibility and jurisdiction of **UDOT**; and

WHEREAS, the parties desire that this agreement supersedes all previous agreements executed between the two parties

NOW THEREFORE, In consideration of the promises and mutual covenants and agreements contained herein, said parties hereby covenant and agree as follows:

(1) UDOT AGREEMENT TO REVIEW APPLICATIONS: This agreement is not a permit or a guarantee of a permit. However, **UDOT** agrees to review any application for a permit that **CITY** files pursuant to the procedures established in this agreement promptly. **CITY** and **UDOT** agree to work together in good faith with the intent to reach a mutually beneficial decision on any permit application.

(2) APPROVAL: Unless otherwise stated herein, or in any particular permit or agreement, all

location, construction and maintenance permits executed pursuant hereto will be deemed to be governed by the provisions of this agreement. Permit applications shall be presented to the appropriate **UDOT** Region/District Director or an authorized representative who shall have the authority to issue and approve the permit as expeditiously as possible. All permits that may be issued will be subject to the requirements of Utah Admin. Code R930-7, Utility Accommodation. **UDOT** may apply special limitations to the permitted work. The issuance and approval of a permit will enable the **CITY** to proceed with the work and use under the permit in accordance with the terms thereof.

(3) **RESERVATION AND SPECIAL PROVISIONS:** Each party hereto reserves the right to require an agreement or specific permit for any particular location and construction. Special provisions, as particular circumstances may dictate and as agreed upon by the parties, may be incorporated into any permit issued hereunder.

(4) **INSPECTION:** **UDOT** may perform routine inspection of utility construction work to monitor compliance with the license agreement, encroachment permit and with state and federal regulations. Costs associated with the inspection are the responsibility of the **CITY**.

(5) **COSTS:** The entire cost of installation of the facilities shall be paid for by the **CITY**.

(6) **BEGINNING CONSTRUCTION:** The **CITY** shall not begin any work on **UDOT** right of way until the permit is issued and notice to proceed is given to the **CITY** by **UDOT**. After notice to proceed is received, the **CITY** shall complete construction in accordance with **UDOT** requirements.

(7) **TRAFFIC CONTROL:** The **CITY** shall conduct their operation so that traffic control for utility construction and maintenance operations conforms to **UDOT's** current Utah MUTCD or **UDOT** Traffic Control Plans, whichever is more restrictive. All utility construction and maintenance operations shall be planned to keep interference with traffic to an absolute minimum. On heavily traveled highways, utility operations interfering with traffic shall not be conducted during periods of peak traffic flow. This work shall be planned so that closures of intersecting streets, road approaches, or other access points are held to a minimum. The **CITY** shall submit traffic control plans showing detours and signing operations in advance, allowing **UDOT** reasonable time for review. No full or partial lane closure shall be made without prior approval of **UDOT** Region/District Director or authorized representative. The **CITY** shall conform to **UDOT** approved traffic control plan and such instructions of **UDOT** Region/District Director or an authorized representative as may be given.

(8) **EXCAVATION, BACKFILL, COMPACTION, AND SITE RESTORATION:** The **CITY** shall perform all work on **UDOT** right-of-way in compliance with Utah Admin. Code R930-7, Utility Accommodation, current **UDOT** Standard Specifications for Highway and Bridge Construction, **UDOT** Permit Excavation Handbook, and all applicable state and federal environmental laws and regulations.

(9) EMERGENCY WORK: Emergency work may be done without prior permit if there is imminent danger of loss of life or significant damage to property. In all emergency work situations, the **CITY** or its representative shall contact **UDOT** immediately and on the first business day shall contact **UDOT** and complete a formal permit application. Failure to contact **UDOT** for an emergency work situation and obtain an encroachment permit within the stated time period is considered to be a violation of the terms and conditions of this agreement. At the discretion of the **CITY**, emergency work may be performed by a bonded contractor, public agency, or a utility company. In all cases the **CITY** shall comply with the State Law requiring notification of all utility owners prior to excavation. None of the provisions of this agreement are waived for emergency work except for the requirement of a prior permit.

(10) RESTORATION OF TRAFFIC SIGNAL EQUIPMENT: Any traffic signal equipment or facilities which are disturbed or relocated as a result of the **CITY's** work must be restored in accordance with plans approved by **UDOT**. Restoration of traffic signal equipment must be done at the **CITY's** expense by a qualified electrical contractor experienced in signal installation, retained by the **CITY** and approved in advance by **UDOT**. Work shall be scheduled to ensure that disruption of any traffic signal operation is kept to a minimum.

(11) MAINTENANCE: The facilities shall at all times be maintained, repaired, renewed and operated by and at the expense of the **CITY**. The facilities will be serviced without access from any interstate highway or ramp. If the **CITY** fails to maintain the facilities, **UDOT** may notify the **CITY** of any maintenance needs. If the **CITY** fails to comply with **UDOT's** notification and complete the needed maintenance, then **UDOT** reserves the right, without relieving the **CITY** of their obligation hereunder, to reconstruct or make repairs to the facilities, as it may consider necessary, and the **CITY** shall reimburse **UDOT** its cost.

(12) LIABILITY: Pursuant to R930-7-6(2)(c), the **CITY** is not required to post a continuous bond. **CITY** shall maintain continuous commercial general liability (CGL) insurance with the Utah Department of Transportation as an additional insured, in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general aggregate and \$2,000,000 products and completed operations aggregate. The liability of the **CITY** shall not be limited to the amount of the insurance policy. The policy shall protect **CITY**, the Utah Department of Transportation, **CITY's** contractors and subcontractors from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from the **CITY's** operations under this Permit, whether performed by themselves, a contractor, subcontractor, or anyone directly or indirectly employed by any of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, products and completed operations. This insurance coverage shall be maintained for a continuous period until the District's facilities are removed from **UDOT's** right of way. The **CITY** shall notify **UDOT** immediately in writing at the following address if this insurance is planned to be terminated or is terminated:

Statewide Utilities Engineer
Utah Department of Transportation
4501 South 2700 West
PO Box 148380
Salt Lake City, Utah 84114-8380

Failure to maintain the required insurance is cause for termination of this agreement and cancellation of any permits.

Pursuant to R930-7-6(6)(b) **UDOT** may require a bond from the **CITY** for permits issued under this agreement. The amount of the bond will be set according to the scope of work permitted but not less than \$10,000. If a bond is required, **UDOT** may proceed against the bond to recover all expenses incurred by **UDOT**, their employees or representatives to restore to **UDOT** standards the sections of roadway interfered with by the **CITY**. These expenses refer to all expenses incurred in the repairing of portions of the state highway rights of way determined by **UDOT** inspectors to be inadequately restored or maintained by the **CITY**. The liability of the **CITY** shall not be limited to the amount of the bond.

The **CITY** will indemnify and hold harmless **UDOT**, its employees, and the State of Utah from responsibility for any damage or liability arising from their construction, maintenance, repair, or any other related operation during the work or as a result of the work pursuant to permits issued under this agreement.

(13) FUTURE HIGHWAY CONSTRUCTION: It is understood and agreed to by the parties and as part of the consideration for this agreement that **UDOT** has the right to cross said facilities line at any point necessary in future construction, expansion or improvement of the State Highway System provided that **UDOT** uses due care in the protection of the facilities line in making the crossing.

(14) CANCELLATION OF PERMITS: Any failure on the part of **CITY** to comply with the terms and conditions set forth in the license agreement or the encroachment permit may result in cancellation of the permit. Failure to pay any sum of money for costs incurred by **UDOT** in association with installation or construction review, inspection, reconstruction, repair, or maintenance of the utility facilities may also result in cancellation of the permit. **UDOT** also may remove the facilities and restore the highway and right of way at the sole expense of the **CITY**. Prior to any cancellation, **UDOT** shall notify the **CITY** in writing, setting forth the violations, and will provide the utility company a reasonable time to correct the violations to the satisfaction of **UDOT**.

(15) ASSIGNMENT: Permits shall not be assigned without the prior written consent of **UDOT**. All assignees shall be required to file a new permit application.

(16) SUCCESSORS AND ASSIGNS: All covenants and agreements herein contained shall be binding upon the parties, their successors and assigns.

(17) UDOT MAINTENANCE OPERATIONS: Underground facilities must be buried to the proper depth to avoid conflict with **UDOT's** normal and routine maintenance activities. In entering into this agreement with **UDOT** and obtaining a permit for the work, the **CITY** acknowledges this requirement and agrees to avoid such conflicts by placing its facilities to the required horizontal clearance and minimum depth of bury. Normal maintenance operations are those not requiring excavations in excess of the minimum horizontal clearance and depth of bury.

In all cases the **CITY** shall protect, indemnify and hold harmless **UDOT**, its employees, and the State of Utah for damages to lines within the horizontal or vertical clearances. Any

noncompliance to the above may result in cancellation of the **CITY's** permit. If the **CITY** is found to be in violation of its permit with respect to vertical or horizontal location, such violation may also result in cancellation of its permit.

(18) TERMINATION OF LICENSE AGREEMENT: This agreement may be terminated at any time by either party upon 30 days advance written notice to the other. Active permits previously issued and approved under a terminated agreement are not affected and remain in effect on the same terms and conditions set forth in the agreement and permits. The obligation to maintain the continuous commercial general liability (CGL) insurance as described in paragraph (12) above continues until **CITY's** facilities are removed from **UDOT's** right-of-way.

Approved by **CEDAR CITY CORPORATION** an **ENTITY in the State of Utah**

Notary: SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____,

BY _____

NOTARY PUBLIC

By: _____
Signature

Date

Name (printed)

Title

FOR THE UTAH DEPARTMENT OF TRANSPORTATION

By: _____
Richard Manser, P.E.
UDOT Statewide Utilities Engineer

Date

COMPTROLLER'S OFFICE

By: _____
Cherise Young
UDOT Contract Administrator

Date

APPROVED AS TO FORM: This Form Agreement has been previously approved as to form by the office of the Legal Counsel for the Utah Department of Transportation.

8



CEDAR CITY

2090 W. Royal Hunte Dr. • Cedar City, Utah 84720
(435) 865-9223 • Fax (435) 867-6075
www.cedarcity.org

To: City Council

From: Dan Rodgerson

Re: Cross Hollow Fees

Date: March 3, 2014

The Cross Hollow Advisory Committee accepted staff recommendation to increase the overnight stall rental fee at Cross Hollow Arena from \$12 per night to \$15 per night.

The increase will help reduce the overall subsidy to the facility and bring Cross Hollow more in-line with other municipal arenas in the area.



CEDAR CITY

2090 W. Royal Hunte Dr. • Cedar City, Utah 84720
(435) 865-9223 • Fax (435) 867-6075
www.cedarcity.org

To: City Council:

From: Dan Rodgerson 

Re: Cedar Ridge Software RFP

Date: March 3, 2014

We prepared a formal Request for Proposal for a hardware and software package to be used at the Cedar Ridge Golf Course. The software will meet 4 primary purposes:

- On-Line Tee-time reservations
- Membership Management
- Point of Sales
- Reports and Marketing

We received two proposals. Jared Barnes and I have met with representatives from both companies. Both vendors are recommending a trade of t-times for the hardware and software which would not require any “out of pocket” cost to the city.

Although the proposals have many similarities, the primary difference between the two vendors is that Golf Now will utilize these t-times and market to existing Cedar Ridge customers and EZLINKS only markets to potential customers.

Based on the product demonstration as well as information provided in the RFP, we are recommending that the City move forward with EZLINKS for the software for Cedar Ridge.

EZLINKSGOLF

INVESTMENT PROPOSAL

February 27th, 2014

Cedar City - Request for Proposal

Cedar Ridge Golf Course



PREPARED BY: Jason Jenkins

EZLinks Golf Inc., 401 S. La Salle St., Suite 302 Chicago, IL 60605

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2/27/2014

Jared Barnes
Cedar Ridge Golf Course
10 N Main St
Cedar City, UT 84720

Dear Jared:

On behalf of EZLinks Golf, Inc., we want to thank you for the opportunity to participate in the Cedar City Request for Proposal for the operations software of Cedar Ridge Golf Course. EZLinks Golf is the golf industry's leading technology provider working with over 1,300 individual golf courses, 7 out of the top 10 management companies, and over 50 municipalities and multi-course operators. EZLinks brings to the table a unique selection of operational and revenue management tools proven to drive rounds and revenues while significantly improving operations and customer service. Further, EZLinks offers the ability for Cedar City to standardize golf operations making it simple to evaluate business analytics and implement policy and strategy decisions seamlessly.

The following is a proposal for software and services to support the growth, revenue and operations goals of Cedar Ridge Golf Course. After speaking with you, I am confident EZLinks Golf can help Cedar Ridge accomplish its business objectives. I've included a proposal that includes the following products and services, all focused on simplifying operations and reporting and giving you the tools needed to maximize revenue:

- The **EZLinks Tee Sheet** is the industry's premier revenue and reservation engine. Featuring EZLinks' trademarked WebMarket product, the EZLinks Tee Sheet provides you with a single dashboard to manage pricing, allocation and utilization across every channel.
- The **EZLinks Point of Sale** integrates with the Tee Sheet and features touchscreen checkout, inventory management, custom reporting and a powerful engine to process transactions and manage your business.
- The **EZLinks Web Reservation Platform** makes it easy for you to sell tee times through your website or social media page and for golfers to book their next round.
- The **EZLinks Reservation Center** is the industry's largest call center, giving you the freedom to reduce overhead expenses/costs while capturing 100% of calls and rounds.
- The **EZLinks Support** service ensures that course partners receive the best installation and training in the golf industry. Account Managers help course partners leverage the EZLinks technology and solutions – from building custom loyalty and rewards programs to providing customized revenue reports.
- The **EZLinks Marketing Platform** allows for wide-reaching campaigns and narrowly targeted promotions. Targeted campaigns and communications are designed to attract new golfers to the course and say thank you to existing customers.

EZLinks Golf has been supporting the golf industry since 1995 and is the trusted partner to the biggest names in the business. We've earned their business by providing each client with a customized solution, a golfer-focused philosophy and topnotch client service – that is the EZLinks Way. As the industry's leader, EZLinks continuously innovates to keep our clients on the cutting edge, to keep your customers first, and to ensure we can be your long-term solution.

I will be in touch in the coming days to review the proposal and invite you to contact me at 720-937-1741 or email me at jjenkins@ezlinks.com with any questions. Thank you for the opportunity to work with you and the team at Cedar Ridge Golf Course.

Sincerely,

Jason Jenkins
Sales Director
jjenkins@ezlinks.com | 720-937-1741

EZLINKSGOLF

EZLINKS TEE SHEET (ETN)

The EZLinks Tee Sheet is the centerpiece of the EZLinks technology and service platform.

Managing rounds and customer data, the software maximizes available times, maintains golfer data and serves as a course's central operational hub. The Tee Sheet also features the proprietary **EZLinks WebMarket Platform** – a single dashboard in which you can control allocation and pricing dynamically through every channel from third-party sites to the reservation center to the golf shop – WebMarket puts you in control of your business. The **EZLinks Tee Sheet** also powers elements of the **Marketing Platform**, such as automated thank-you and reminder emails and the **Promo Code Engine** providing you with the tools you need to enhance the customer experience and maximize revenue.

TEE SHEET FEATURES:

TEE TIME RESERVATIONS: MANAGE TEE TIMES AND MAXIMIZE REVENUE

Search and book tee times across multiple days or courses.

- ✓ **Customize configurations:** 9-hole, 18-hole, 27-hole or multi-course facility, the EZLinks Tee Sheet will be customized to meet your unique needs
- ✓ **Customizable Shotgun:** Outing Templates / Lottery Services

CONNECT WITH GOLFERS: MEMBERSHIP TOOLS, CONSUMER DATABASE AND AUTOMATED EMAILS

The EZLinks Tee Sheet allows you to quickly identify members, residents and card holders with simple icons and color coding. Home to your consumer database, the Tee Sheet allows you to capture customer data and send customized communications before and/or after play.

WEBMARKET: 100% CONTROL OF DYNAMIC PRICING AND YIELD MANAGEMENT CENTER

The proprietary EZLinks WebMarket platform gives you 100% control of pricing and allocation across every channel – dynamically change your prices based on channel, day part or utilization and maximize revenue every round.

- ✓ Single dashboard makes controlling price easy across every third-party site and consumer touch point.

PROMO CODE ENGINE:

A powerful marketing tool, the EZLinks Promo Code Engine is featured in the EZLinks Tee Sheet and Point of Sale, and provides you with the tools to offer highly targeted promotions.

- ✓ Set targeted discounts and promotional codes valid at the course or through the course website.
- ✓ Launch aggressive customer acquisition and trial campaigns or drive retention.
- ✓ Run multiple promotions at once targeting different audiences.
- ✓ Create customized one-time use codes or codes valid for all golfers.
- ✓ Track redemption of all codes by employee. Reduce reliance on third-party coupons or discounts to drive traffic.

POWERFUL REPORTING TOOLS: MANAGE YOUR BUSINESS IN REAL TIME

Utilize built-in reporting tools to target areas of opportunity and to track performance from virtually anywhere.

- ✓ Utilization Reports
- ✓ Rounds to weather with Financial Reports
- ✓ Marketing Analysis Reports

INTEGRATION & INTERFACES: CONNECT YOUR BUSINESS

Open your tee sheet to multiple third-parties and web marketing partners to maximize rounds. The world's largest tee time network with EZLinks Integrations are seamless and allow you to connect with countless partners including:

- ✓ Third-party reservation services
- ✓ Resellers
- ✓ Resorts

EZLINKS POINT OF SALE (EPOS)

The EZLinks Point of Sale (EPOS) system simplifies sales, manages inventory and supports customer service. EPOS includes:

The **EZLinks POS System (EPOS)** puts courses in control of their inventory and data, minimizing loss and maximizing revenue. Easy to use touch screens, customizable short-cut keys and direct integration with the **EZLinks Tee Sheet** make it easy for courses to drive revenue and serve golfers from the beverage cart to the golf shop. The software interfaces with all major accounting and property management systems, giving courses and management companies real-time performance data. Featuring gift card sales, rain checks and loyalty programs, the **EZLinks POS System** enhances the golfer experience and course efficiencies.

POINT OF SALE FEATURES:

EZ CHECKOUT AND CUSTOMER SERVICE:

- ✓ Interactive Touch Screen Controls
- ✓ Quick Keys/Hot Buttons
- ✓ Unlimited Tender Types
- ✓ Integrated Check-In - Links with the EZLinks Tee Sheet
- ✓ Integrated Membership Programs
- ✓ Integrated Loyalty and Rewards Programs
- ✓ Integrated High-Speed Credit Card Processing
- ✓ Integrated Gift Card and Gift Certificates
- ✓ Custom Receipt Design
- ✓ Customer Database Management

INVENTORY MADE SIMPLE:

- ✓ Simple item-entry process. Step-by-step wizard reduces the chance for mistakes
- ✓ Unlimited number of "Quick Keys / Hot Buttons"
- ✓ Automatic, user-assigned - or - Industry UPC (SKU) may be used for any item
- ✓ Cost-averaged, perpetual inventory maintained
- ✓ Bar-coded labels can be printed as you add an item

REPORTING & BILLING:

- ✓ Remote Administration/Reporting
- ✓ Centralized Sales Across Registers
- ✓ Membership and A/R tracking
- ✓ Recurring billing
- ✓ Recurring credit card charging
- ✓ Integration & Interfaces: Accounting Systems
- ✓ Property Management Systems

EZLINKS WEB RESERVATION PLATFORM

The comprehensive Web Reservation Platform serves as an online reservation engine to drive rounds. Leveraging the EZLinks Tee Sheet, the Web Reservation Platform empowers you to sell tee times across multiple channels including third-party sites, course websites, mobile sites, and via social media.

SELL TEE TIMES THROUGH EVERY CHANNEL:

The EZLinks Reservation Platform allows you to display and sell tee times through your course's website, through a mobile optimized site or through your social media channel.

THIRD-PARTY RESERVATIONS:

EZLinks connects your tee sheet with the nation's leading online tee-time booking engines through our Integrations and Interface products. Distribute tee times to national web distribution channels and other online partners. Set prices and make times available based on your needs. Online reservations are processed in real time and appear on the EZLinks Tee Sheet instantly. You can fully customize the experience to allow for pre-payments, partial payment or multi-course display.

WEB RESERVATION PLATFORM FEATURES:

DISPLAY OF TEE TIME INVENTORY:

- ✓ Multiple views of tee time inventory: Pod or List View
- ✓ Maintain complete control of pricing and allocation
- ✓ View entire tee sheet
- ✓ Send email confirmations to additional players
- ✓ Display discounts as \$ amounts or % off the regular price

DYNAMIC PRICING CHANGES APPEAR INSTANTLY:

- ✓ Dynamically price rounds based on utilization and advance bookings
- ✓ Make real-time price changes that are visible immediately to golfers
- ✓ Allows you to put Specials tee times on the web site first before getting added to a third-party marketing channel web site
- ✓ Prices changed on the tee sheet appear instantly on the WebMarket booking engine

ENHANCED DISPLAYS:

- ✓ Multi-Channel or Price Windows View
- ✓ Influence Buyer behavior with Prepaid or Value Add Tee Times using Revenue Management tools

SOCIAL MEDIA:

- ✓ Providing an innovative way to spread your message and expand your reach via Facebook
- ✓ Targets golfers where they shop and socialize, helping you to build a wider base, foster brand recognition

MOBILE ENGINE:

- ✓ Create mobile sites compatible with ALL major smartphones and customize site designs to maximize conversions
- ✓ Leverage the EZLinks Tee Sheet and Pricing Engine to select how many tee times and what prices will be offered online
- ✓ Create "specials" offered only on the course site to drive repeat traffic and conversions
- ✓ Make instant pricing changes via the EZLinks WebMarket platform
- ✓ Feature site search functionality as well as Google tracking codes to monitor site performance
- ✓ Secure a custom URL to drive traffic and rounds as well as built in SEO to drive traffic and attract new golfers
- ✓ Display times for multiple courses within a single site - making it easy for multi-course operators to book more rounds
- ✓ Optimized mobile site reaches golfers on the go and drives conversions

EZLINKS RESERVATION CENTER

Never miss a tee time call again. The EZLinks Reservation Center is available 24 hours a day, 7 days a week, 365 days a year to serve your customers.

EZLinks' fully-trained customer service representatives are on hand to answer golfers' calls 24/7, allowing courses to minimize overhead expenses while maximizing revenue - making money for courses after the golf shop closes. Leveraging the EZLinks Tee Sheet, EZLinks Reservation Agents access tee times in real time, booking rounds and building customer databases for course partners.

KEY BENEFITS:

The Reservation Center can answer calls for your facility 24 hours a day, 7 days a week. Capture every single tee time call and make your tee sheet available for reservations 24 hours a day, driving more rounds and revenue.

- ✓ EZLinks reservation agents focus 100% of their attention to the customer on the phone with quality service checks conducted daily.
- ✓ Your staff can focus 100% of their attention to the customers at the golf shop. Promoting and selling merchandise, lessons, memberships, etc.
- ✓ 80% of all reservations still booked over the phone or in the golf shop - do you have the resources necessary to ensure maximum data capture for marketing purposes, while still offering high-quality customer service?

Reduce staffing needs and lower overhead costs.

BUILD YOUR CONSUMER DATABASE: MARKETING DATABASE COLLECTION

One of the key benefits of the EZLinks Reservation Center is the ability to capture critical marketing data during the time of reservation.

EZLINKS SUPPORT

More than a technology partner, EZLinks ensures course partners receive the best installation and training in the golf industry. We know the cornerstone of success for a technology implementation is employee usage and adoption. EZLinks partners receive extensive onsite training.

As an EZLinks Golf client, you have access to client support 24/7. EZLinks operates as your software and technology partner. If you need help using the software or identifying the right report, you have a team on hand to support you including:

- ✓ On-site installation and training
- ✓ Access to training guides and video overviews
- ✓ A full-service account management team to help you leverage the benefits of EZLinks and gain a true competitive advantage
- ✓ 24/7 client software support

EZLinks Support is rated best in class by our clients.

EZLINKS MARKETING PLATFORM

EZLinks Marketing Platform provides you with the perfect combination of online tools and personal design support to create a custom online presence for your facility.

EZLinks team of Marketing Specialists will work with you to create an online experience tailored to your golfer and unique business needs. The suite includes up to 36 custom emails, database management and a mobile-optimized online site.

MARKETING PLATFORM FEATURES:

EZLINKS EMAIL SERVICES:

Working at your direction, the EZLinks Marketing Specialist will work with you to:

- ✓ Design/Create promotional emails
- ✓ Incorporate promo codes into email distributions
- ✓ Segment and Manage customer database
- ✓ Provide performance reports and dashboards

COURSE WEBSITE:

Drive course traffic, awareness and reservations with a customized website and ecommerce platform. Included is:

- ✓ Design/Create a customized website including content provided by you
- ✓ Display tee times and allow online reservations from your site
- ✓ Site will be Search Engine Optimized to drive traffic and attract new golfers
- ✓ Leverage Google Analytics to monitor site performance
- ✓ Mobile optimization will allow site and tee times to be accessible through mobile devices

EZLINKS REFERENCES

COMPANY NAME: City of Phoenix Parks and Recreation Golf Operations
CONTACT: Diane Escobedo, Director of Golf
PHONE: 602-373-8356
EMAIL: diane.escobedo@phoenix.gov
INSTALL DATE: Aug. 2005
DETAILS: City of Phoenix consists of seven (7) golf courses

COMPANY NAME: Tampa Sports Authority
CONTACT: Kennie Sims, Vice President of Golf Operations
PHONE: 813-350-6510
EMAIL: ksims@TampaSportsAuthority.com
INSTALL DATE: Dec. 2010
DETAILS: Tampa Sports Authority consists of three (3) golf courses

COMPANY NAME: Salt Lake City
CONTACT: Matt Kammeyer, Business/Marketing Manager
PHONE: 801-485-7823
EMAIL: matt.kammeyer@slcgov.com
INSTALL DATE: Feb. 2011
DETAILS: Salt Lake City consists of eight (8) golf courses

COMPANY NAME: City of St. George
CONTACT: Colby Cowen, Director of Golf Operations
PHONE: 435-627-4653
EMAIL: colby.cowan@sgcity.org
INSTALL DATE: Aug. 2012
DETAILS: City of St. George consists of four (4) golf courses

COMPANY NAME: Sleepy Ridge Golf Links
CONTACT: Gary Graham, Director of Golf Operations
PHONE: 801-434-4653
EMAIL: gary@sleepyridgegolf.com
INSTALL DATE: Mar. 2007
DETAILS: Sleepy Ridge consists of one (1) golf course

EZLINKSGOLF PROPOSED PRODUCT AND SERVICE FEES

INVENTORY EXCHANGE: Full Product Suite with Hardware

EZLinks offers a flexible payment option. The EZLinks Inventory Exchange payment option makes it possible for you to pay with tee time inventory rather than cash.

INVENTORY EXCHANGE:

Trade unsold tee times for all products and services. Trade EZLinks two foursomes per day including carts in exchange for the following:

EZLinks Tee Sheet (ETN)	Included (with up to 6 user licenses)
Additional EZLinks Tee Sheet (ETN) User Licenses	Included
EZLinks Integrations & Interfaces	Included (unlimited 3 rd party integrations)
Monthly Service Fee	Included
EZLinks Web Reservations	Included (unlimited booking engines and rounds booked through the course website)
Revenue Management Suite	Included
Email Marketing Services	Included (EZLinks will design and send email blasts)
EZLinks Point of Sale	Included
EZLinks Point of Sale Annual Support	Included
Reporting Bridge	Included
Installation and Training	Included (5 day onsite installation)
24x7x365 Service and Support	Unlimited (including all upgrades)
Hardware	Included (2 Full Workstations, 1 POS Server, 1 Label Printer, and 1 Network Printer)
TeeOff.com Consumer Portal	15.00% (booked and played rounds only)
Website Design	\$2,000 one time
Website Hosting and Support	\$199 per month
Mobile App Design	\$750 one time
Mobile App Hosting and Support	\$199 per month

EZLINKSGOLF PROPOSED PRODUCT AND SERVICE FEES

CASH PAYMENT OPTION: Full Product Suite with Hardware

EZLinks offers a straight forward monthly lease cash payment option:

EZLinks Tee Sheet (ETN) **\$425 per month** (with up to 3 user licenses)
Additional Tee Sheet (ETN) User Licenses **\$25 per month** (each)
EZLinks Integrations & Interfaces **\$250 per month** (unlimited 3rd party integrations)
Monthly Service Fee **Included**

EZLinks Web Reservations . . . **\$250 per month** (unlimited booking pages, social booking engines, and mobile website)
Revenue Management Suite **Included**
Email Marketing Services **\$199 per month** (EZLinks will design and send email blasts)

EZLinks Point of Sale **Included**
EZLinks Point of Sale Annual Support **\$750 Annually**
Reporting Bridge **Included**

Installation and Training **\$750 per day** (4 day onsite installation)
24x7x365 Service and Support **Unlimited** (including all upgrades)

Hardware **\$6,578** (2 Full Workstations, 1 POS Server, 1 Label Printer, and 1 Network Printer)

TeeOff.com Consumer Portal **15.00%** (booked and played rounds only)

Mobile App Design **\$750** (one time)
Mobile App Hosting and Support **\$199 per month**

Website Design **\$2,000** (one time)
Website Hosting and Support **\$199 per month**

Total Estimated Cost – Year 1 . . . **\$23,816 + Variable Res Center Costs** (including hardware, installation and training)
Total Estimated Cost – Years 2+ **\$14,238 + Variable Res Center Costs**

The above inventory exchange options and fees will be valid for the next 90 days.



POWERING THE BUSINESS OF GOLF






Hardware Package (Effective 10/30/2013)












Date: February 27, 2014

Created For: Cedar Ridge Golf Course

Created By: Jason Jenkins

- Pricing valid for 30 days
- Model numbers and specifications subject to change

Systems								
ID	System Type	Photo/Image	Product	Description	Manuf #	Qty	List Price Ea.	Std Pkg List Price
1	POS Server		Optiplex 3010 SFF	OptiPlex 3010 Intel Core i3 3220, 3.3 GHz - Genuine Windows 7 Professional 64 bit, 4GB RAM, 1600MHz, Integrated Video, 250GB SATA 3.5Gb/s and 8MB Data Burst Cache, 8X DVD-ROM, 3 Yr Pro Support, NBD Limited Onsite Service after Remote Diagnosis		1	\$ 890.00	\$ 890.00
1a	Server/Admin Monitor		Dell	Dell E Series E1912H 18.5-inch Flat Panel Monitor with LED with 3-Year Warranty	46NYG Dell Part#: E19123Y	1	\$ 140.00	\$ 140.00
2	POS Workstation		Optiplex 3010 SFF	OptiPlex 3010 Intel Core i3 3220, 3.3 GHz - Genuine Windows 7 Professional 64 bit, 4GB RAM, 1600MHz, Integrated Video, 250GB SATA 3.5Gb/s and 8MB Data Burst Cache, 8X DVD-ROM, 3 Yr Pro Support, NBD Limited Onsite Service after Remote Diagnosis		2	\$ 890.00	\$ 1,780.00
3	Touch Screen Monitor		ELO	Elo TouchSystems 1517L-15-inch Multifunction Desktop Touchmonitor - 15"	E953836 Dell Part#: A6836214	0	\$ 401.00	\$ -
4	Touch Screen Monitor (optional)		ELO	Elo 2201L Intel iTouch Plus, USB Widescreen LCD Monitor - 22"	E107766 Dell Part#: A5300161	2	\$ 490.00	\$ 980.00

Peripherals and Accessories								
ID	Peripheral Device	Photo/Image	Manufacturer	Description	Dell Part #	Qty		
5	Barcode Scanner		H-P	Hyperion 1300g USB Linear Imager Barcode Scanner	1300G-2-05853K Dell Part#: A5570043	2	\$ 140.00	\$ 280.00
6	Scanner Stand		H-P	HANDS FREE ADJUSTABLE STAND	HFSTAND7E Dell Part#: A0740849	2	\$ 23.00	\$ 46.00
7	Cash Drawer		APG	S100 Electronic Cash Drawer with Epson Interface Cable	T371-DG1616 Dell Part#: A0476434	2	\$ 160.00	\$ 320.00
8	Label Printer		Cognitive	Cognitive Solutions Advantage DLX1 Direct Thermal Printer 2.4 USB (posworld.com)	D6024-2085-G1P or D6024-2085-G1S	1	\$ 323.00	\$ 323.00
9	Receipt Printer		Epson	T88V, SERIAL & USB, ECO, ENERGY STAR, THERMAL, RECEIPT, WIPS180	C31CA85084 Dell Part#: A3938855	2	\$ 300.00	\$ 600.00
10	Receipt/Label Printer Cable		TrippLite	USB Printer Cable - 10 ft for Select Dell Systems	U022-008 Dell Part#: A0072568	3	\$ 5.00	\$ 15.00
11	UPS		APC	BACK-UPS ES 350VA 120V 5-15P 6OUT 5-15R 3-UPS/3-SURGE	BE350G Dell Part#: A1716823	3	\$ 50.00	\$ 150.00
12	Kitchen Fire Printer (Optional)		Epson	Epson TM-U220B ETHERNET 2 Color Dot Matrix Receipt Printer - AUTO CUTTER model	C31C514667 Dell Part#: A5990990	0	\$ 282.00	\$ -
13	Laser Report Printer (Optional)		Dell	Dell 2360dn Monochrome Laser Printer with 3 Year Onsite Warranty	KDTPM Dell Part#: B236AY3	1	\$ 340.00	\$ 340.00
14	Inventory Scanner (Optional)		Metrologic	MS5502 Optiplus Term Kit USB 2MB 110V/Cradle/BLT Clip/Optimizer CD	MS5502-798639 Dell Part#: A0821302	0	\$ 565.00	\$ -
15	Pole Display (In Development)		PartnerTech	PartnerTech G07220 Pole Display - Serial (D-Sub-D-pin) (posworld.com)	G07220	0	\$ 143.00	\$ -
16	Patch Cable			Cat 5e RJ-45 Snagless Patch Cable Black - 7 ft	A0508974	3	\$ 3.00	\$ 9.00

Quote Authorized for Purchase by:

Desired Pay Method: (Circle one)

Credit Card - Immediate Order

Check - Order upon Deposit

Signature

SubTotal	\$ 5,873.00
Discount	\$ -
Approx Shipping	\$ 293.65
Approx Tax	\$ 411.11
Est Total	\$ 6,577.76



Company Profile: GolfNow Reservations powered by GolfNow Solutions

GolfNow Reservations has provided the golf industry with state-of-the-art software products and customer support since our inception in 1995. We are the golf industry's #1 software provider and currently have 2100+ courses across the country using our management software. Our golf course management & marketing software package includes a fully integrated Tee Sheet, Customer Database, Point of Sale for Golf Shop and Snack Bar and Grill, Inventory Management, Accounts Receivable, Daily Reporting, Online Reservation package, Automated Email Marketing system, Customer Data Collection Tools, Webpage Hosting and Design, and numerous other features. In addition, we provide the best marketing tools in the industry which work alongside of our point of sale package and customer database. The annual lease for each facility includes ALL product upgrades and ALL telephone/remote support. With consistent quality, frequent software updates and the "Best Support in the Industry," GolfNow Reservations is positioned to continue "Helping an Industry, One Course at a Time."

Our software product is a locally installed "one-stop shop" Golf Course Management & Marketing system that can provide all the tools for operating the business at Cedar Ridge Golf Course. As you will see in the following packet of information, there is no other software package that has the complete tools to run your golf course at the level of quality of our software package. The primary focus of GolfNow Reservations is to provide a complete, integrated solution that will enable your golf courses to run more efficiently and generate more revenue.

GolfNow Reservations has been very proactive in developing a software solution that not only simplifies the operation but also collects customer data so that you as a management company can make the decisions that are needed to be made with 100% confidence. We understand this is a changing industry and our goal as a company is to provide the necessary tools to allow you increase rounds and revenue during these times. As you will see through the products we offer, we have tools such as an automated email marketing system including thank you notices for after the round, birthday campaigns that are integrated into the Point of Sale and customer database, Customer Data Collection tools to capture guest information and email addresses at each course, age group reporting, course interests, etc. We realize that the industry is changing and our goal is to provide you with the best possible software package on the market.

Also, I encourage you to contact our references in your area and get a first-hand opinion of the functions and benefits of GolfNow Reservations. Any response has historically been positive in favor of GolfNow Reservations.

GolfNow Reservations has built our software over the past 18 years based on operators, golfers and user suggestions from all parts of the country. We answer these requests with updated versions to our software once or twice a year which is included in the software annual lease as well.

Service and Support

The GolfNow Reservations Customer Support department is made up of 15-25 individuals that field calls all throughout the day and use remote access to assist with any questions. Some of the members are computer science majors from some of the top institutions across the country, marketing and business majors with a passion for the golf industry and others are Class A PGA professionals. Experience in years on the support team range anywhere from 15 years of experience to some of our new hires that are 6 months into their position. They are all full time support staff members; some do installations which make for a great wealth of knowledge in that department when fielding questions. Along with their knowledge of our software and hardware, they are all very experienced because of the first hand onsite installation and training they are involved in every other week.

Our support terms are 7 days a week, 365 days a year with normal office hours of 5AM – 11PM CST. The Support Team is headed by Kirk Burnett, a Class A PGA Professional with 15 years' experience in the golf industry and 17 years' experience with the GolfNow Reservations software. The Support Team will be your human contacts and they are widely known as the best in the industry. We believe we have the best support team in the industry and recommend contacting our references for their opinion.

We have several other modes of support that have become very useful in the 21st century connected world. These resources are available at any time and I have listed a few of those below:

- The GolfNow Reservations User's Manual – The directions are easy to follow and empower you to answer many questions regarding the software. You can locate the manual by going to Help in the software from any computer with Fore! Reservations installed on it.
- In Software Help Screens – In GolfNow Reservations, the Search screen is simple to use and can be pulled up by hitting the F1 key at any time. The entire manual is incorporated in this context-sensitive screen and can also be viewed on any computer. Find a procedure and print the ones you need!
- The Technical Support Website – Our technical support website is <http://support.teecitup.com>. There, you will find new procedures, step by step training videos, on-line help screens, latest marketing articles from our marketing department at GolfNow Reservations and other pertinent news.
- Technical Support Phone # - (630)789-9784
- Training Mode on each computer at all facilities
- Remote Assistance from Customer Support Department

- Users Helping Users List Serv – Get advice from “seasoned veterans” of GolfNow Reservations by e-mailing the list serv. You can sign up for this free forum on our support website, and then clicking on ‘Subscribe to user helping user mailing list’.
- Regional and National User Meetings – Every year, GolfNow Reservations hosts multiple training opportunities around the country. At these seminars, our users learn more about maximizing the software features and interact with other users from across the country to discuss best practices. Be sure to attend these events and continually learn about your ever-progressing software.
- On-Line Video Series – On our Support website, you have access to multiple videos which will reinforce your knowledge of every aspect of our software. Simply go to the website <http://support.teeitup.com> and click “Videos” on the left hand side. These different level videos are a great resource for you to further your expertise on our software.

Statement of Qualifications

GolfNow Reservations has 19+ years of diversified experience as the golf industry’s #1 software provider with 2100+ current customers. Currently working with hundreds of municipality run facilities, city, state, parks and recreation courses, management companies of all sizes and individually owned golf courses. Industry experience includes a team of well-rounded individuals that are set on “helping an industry, one course at a time”. Proven track record in the golf industry and superior software products backed by the best customer support in the industry.

Areas of Expertise

Complete understanding of the current state of the golf industry, Software solutions including: Electronic Tee Sheet, Point of Sale, Customer Database, Online Reservations, Automated Email Marketing and Promotional Campaigns, Management and Multicourse functionality, Implementation and the provider of the #1 tools to Increase Rounds and Revenue

Software Service and Payment Options for a new GolfNow Customer

Thank you again for your time. As we’ve discussed over the past few months, the Golf Channel (GolfNow.com) acquired Fore! Reservations this past summer and now allows you to leverage some of your tee time inventory to pay for technology, distribution, and marketing of your tee times to sell more rounds of golf.

Trade for technology services and take advantage of the GolfNow distribution platform. This would mean no out of pocket costs for three days of onsite installation and training which include travel expenses. The only out of pocket cost to the golf course is for hardware. Also included in this option is the ability to use any and all products that Fore has to offer... Tee Sheet, Point of Sale, Online Reservations, Fore Marketing, Cloud Backup / Recovery system and Website design / hosting. As for the distribution, your available tee times would also be listed on GolfNow.com for golfers to search, view and book, tied in with Golf Channel media advertising. You control the price and can still determine how far out in advance you want to give a golfer the ability to book a tee time. The trade is for two tee times a day and

they can be any tee times of your choosing as long as they are either 30 minutes after opening or 4 hours before sunset. Below are the links to review recommended hardware and specs.

<http://golfnewsolutions.com/>

<http://support.teeitup.com/hardware/>

<http://sales.teeitup.com/our-story/technical-specs/>

<http://support.teeitup.com/install/>

To further expand on the GolfNow Reservations powered by GolfNow products available (www.ForeReservations.com) and (www.GolfChannelSolutions.com), please see below. We're the #1 installed Golf Course Management and Marketing Software in the industry with 2100+ courses, an "All in One" full suite of integrated products:

- Fore Electronic Tee sheet - <http://sales.teeitup.com/products/fore-reservations/>
- Fore Point of Sale - POS - <http://sales.teeitup.com/fore-sell/>
- Fore Marketing - Email Marketing Campaign System - <http://sales.teeitup.com/products/fore-marketing/>
- Fore Web - Website (Desktop and Mobile) <http://sales.teeitup.com/products/fore-web/>
- Fore Cloud Backup / Automated Database Recovery system
- "Best in the Industry" Customer Support access which included unlimited access - 365 + holidays and weekends, no pay per call. Also access to Marketing team support, Support Chat, Remote Access for assistance and Website Support – all under "one roof" for customer service purposes.



GolfNow Software License/Marketing/Technology Agreement and Order Form

The following Agreement between GolfNow G1, LLC ("GOLFNOW") and _____ ("COURSE") shall be effective as of _____ (the "Effective Date") and shall govern GOLFNOW's provision of software, marketing, and technology services for the following of COURSE's golf courses: _____. This Agreement shall be governed by the Standard Terms and Conditions attached hereto as Appendix A (incorporated herein by this reference). The initial Term of this Agreement shall be for two (2) years and shall be non-cancellable. Upon expiration of the initial Term, this Agreement shall automatically renew for successive one (1) year terms unless terminated by either Party in writing at least thirty (30) days prior to any renewal term. COURSE's Total Payment to GOLFNOW shall be in the amount indicated below, in exchange for which GOLFNOW shall provide COURSE with access to the below-referenced services (the "Services") upon COURSE's request, and an annual license to the below-referenced software (the "Software").

FORE Reservations Software Modules: GOLFNOW shall provide COURSE with an annual license to each of the following FORE modules:

- FORE Reservations electronic tee sheet reservation system;
- FORE Sell point of sale software;
- FORE Marketing;
- FORE Cloud Backup.

GolfNow Core Platform:

- Promotion of COURSE and COURSE tee time inventory on Golfnow.com and GolfNow's network of partner websites;
- Marketing of COURSE across GOLFNOW assets (could include TV, web, print, radio, grassroots);
- Demand-based pricing support, Revenue at risk analysis, Tee sheet management services, Dedicated market management team, Real-time reporting; and
- GolfNow Central Technology: Web-based log in access, inclusive of online tools for managing tee time inventory and revenue management and auto adjust technology.

COURSE Booking Engine and Facebook Booking Engine:** GOLFNOW shall develop COURSE's own golf course booking engine (to be hosted on COURSE website) and COURSE Facebook Booking Engine (if applicable). Course shall make Trade Times available for purchase on the Booking Engine(s). Among the features available for COURSE are: Customizable booking engine components, Multiple rate options, Promotional code technology.

GolfNow Mail: GOLFNOW shall develop COURSE Mail Customer Marketing Tool (to be integrated into COURSE GolfNow Central login). Among the features available for COURSE are: Multiple design and template options, Email marketing, customer profiles and segmentation.

Website and Mobile Website Development and Hosting: GOLFNOW shall develop COURSE's own customized and unique desktop website and mobile website (each to be hosted on COURSE-owned domains), utilizing one of several GOLFNOW templates designed to highlight specific COURSE features and programs. GOLFNOW and COURSE shall work cooperatively to identify appropriate COURSE features.

TeeTimes.com: GOLFNOW shall include COURSE on TeeTimes.com website and mobile application.

Total Payment: 2 Trade Times per day per golf course

COURSE Signature: _____

Printed Name: _____

GOLFNOW Signature: _____

Printed Name: _____

Trade Time: one 18-hole foursome (with cart) made available for sale by GOLFNOW for its own benefit, the tee time of which shall be mutually agreed upon and between 30 minutes after COURSE opening until 4.5 hours prior to dusk. GOLFNOW shall have the ability to sell Trade Times for 1-4 players and the price is at the discretion of GOLFNOW. Trade Times shall be available for purchase on COURSE website, golfnow.com, and GOLFNOW's network of partner websites.

****Split Online Fee:** if COURSE elects to charge an online fee for rounds booked on its website, GOLFNOW shall retain .99¢/round and remit the remainder to COURSE.

Appendix A

Standard Terms and Conditions

1. **GOLFNOW Services.** GOLFNOW shall provide GOLFNOW's Tee Time Marketing and Technology Services (the "Services") for the purpose of marketing, promoting and selling COURSE tee times and enhancing COURSE's technology. GOLFNOW shall provide access to COURSE tee times to any of its branded websites, partner or affiliated websites or any other distribution channel. COURSE shall honor all tee times reserved through GOLFNOW's distribution channels and shall treat all golfers originating from GOLFNOW with proper courtesy and respect. COURSE shall make every effort to maintain its inventory in the most up-to-date manner possible, with proper communication to GOLFNOW regarding changes in availability, course conditions, etc... The Parties shall work cooperatively to minimize double-bookings, cancellations and the like.
2. **GOLFNOW Software.** GOLFNOW grants COURSE a limited, non-exclusive, non-transferable license to utilize the FORE Reservations Software (the "Software") as set forth on the included Order Form. COURSE may use the Software for the purpose of managing and marketing COURSE's golf course properties and may not sell, sublicense, lend, or otherwise transfer the Software to others. Neither COURSE, nor any third party working with or on behalf of COURSE, may reverse engineer, decompile, disassemble, or customize the Software including but not limited to, creating any software interface with the Software for the purpose of selling or marketing of tee times through the Internet or any Internet site, without the express knowledge and written agreement of GOLFNOW. COURSE understands and acknowledges that all third party vendors must have a written agreement with GOLFNOW in order to create any interface with the Software.
3. **Fees and Pricing.** COURSE's only payment to GOLFNOW shall be the "Total Payment" amount set forth on the Order Form attached hereto. COURSE shall have the right to approve the price and amount of all non-Trade Time inventory offered in the GOLFNOW network. GOLFNOW shall receive tee times and rates equal to or better than those offered by COURSE to any third-party distribution service. In the event that COURSE does not comply with the pricing requirements hereunder or otherwise fails to cooperate with the terms of this Agreement resulting in the Agreement being terminated by GOLFNOW, COURSE shall be required to pay GOLFNOW a fee of \$250/month for each month after termination through the end of the current Term.
4. **Term and Termination.** The initial Term of this Agreement shall be for two (2) years and shall be non-cancellable. Upon expiration of the initial Term, this Agreement shall automatically renew for successive one (1) year terms unless terminated by either Party in writing at least thirty (30) days prior to any renewal term. Either Party may immediately terminate this Agreement in the event that the other Party materially breaches the Agreement and fails to cure such breach within thirty (30) days' written notice. Upon termination of this Agreement, COURSE shall delete and return all Software and all copies and sign a statement certifying same.
5. **Support and Training.** GOLFNOW shall provide COURSE appropriate levels of training (including access to remote training and on-line resources). Additional in-person training may be provided for an additional fee. Telephone and email support shall be provided to COURSE during normal business hours through GOLFNOW's published phone numbers and email addresses.
6. **Data Security.** Industry standards have been set by the Payment Card Industry Data Security Standards ("PCI Standards") for protection of customer information. The Parties represent and warrant that they will comply with PCI Standards during the entire Term of this Agreement and thereafter with respect to customer data accumulated during the Term, and further agree to adhere to all other applicable standards, laws, rules, and regulations for protection of customer data to which they have access during the entire Term of this Agreement. GOLFNOW agrees that it will use systems, tools and security and take commercially reasonable steps to ensure COURSE customer data hosted by GOLFNOW is not accessed, redistributed, duplicated, or modified.
7. **Limited Warranties and Remedies.** Both Parties represent and warrant that: (a) they have the authority to enter into this Agreement and that their signatories are duly authorized and empowered to sign this Agreement on their behalf; (b) they will comply with all applicable laws, ordinances, statutes, regulations and rules, and that they have the power to settle fully and completely all claims, causes of action, demands, charges and liabilities arising out of or relating to the Agreement. GOLFNOW will provide the Services and the Software in a professional and workmanlike manner and free from any unreasonable defects, and GOLFNOW will use all reasonable means to fix any defect in the Software or Services that may arise. GOLFNOW will provide COURSE with training on how to use the Software and Services and provide support as needed by COURSE. GOLFNOW shall notify COURSE in advance of any Software or Service updates and will provide appropriate training and/or materials to COURSE concerning all updates. COURSE and its authorized users will use the Software and Services only in accordance with this Agreement. Aside from these warranties, THE GOLFNOW SOFTWARE AND SERVICES ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. With respect to malfunctioning Software, GOLFNOW's entire liability and COURSE's exclusive remedy shall be either repair/replacement of the Software.
8. **Limitation of Liability.** EXCEPT FOR THIRD PARTY LIABILITIES, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES BASED ON LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION OR LOSS OF DATA), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF THE CAUSE OR THE FORM OF ACTION (WHETHER BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE).

9. Ownership of Property and Data. All personally-identifiable customer information supplied to GOLFNOW by COURSE (e.g. through the GOLFNOW booking engine or through the Software) remains the sole property of COURSE, cannot be copied, sold or reused by GOLFNOW, and will be treated as confidential business information with at least the same degree of care as GOLFNOW's own confidential business information. All non-personally identifiable customer information supplied to GOLFNOW by COURSE (e.g., anonymous survey results, general usage data), as well as all customer data obtained independently by GOLFNOW (e.g., through an end-user booking a tee time at golfnow.com or other affiliated websites) shall be GOLFNOW's sole property, but may be shared with COURSE should the Parties agree and obtain end-user consent for such an arrangement. The following shall remain the sole and exclusive property of GOLFNOW: (a) the GOLFNOW Software and Services (including any of GOLFNOW's enhancements or upgrades thereto), and all other software and materials developed, conceived, originated, prepared, generated or furnished by GOLFNOW under this Agreement; and (b) all copyrights, trademarks, patents, trade secrets and any other intellectual property and proprietary rights in and to the foregoing. To the extent that GOLFNOW has provided COURSE with any hardware, all such hardware shall remain GOLFNOW's property and shall be returned by COURSE to GOLFNOW upon the earlier of termination of this Agreement due to breach or expiration of the Term.

10. Dispute Resolution. This Agreement shall be governed, interpreted and construed under the laws of the United States and the State of Florida without regard to any conflict of law principles. The Parties shall act in good faith and use commercially reasonable efforts to promptly resolve any claim, dispute, controversy or disagreement (each a "Dispute") between the Parties under or related to this Agreement. Any Dispute arising out of this Agreement which cannot be resolved by the Parties shall be governed exclusively by binding arbitration initiated and conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association, conducted in the Orlando, Florida metropolitan area. The arbitrator shall have the power to award reasonable attorney's fees and costs to the prevailing party in any arbitration, and either party shall have the right to take appropriate action to enforce any arbitration award in any court having jurisdiction over the applicable party.

11. Miscellaneous. This Agreement shall constitute the entire understanding of the Parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, written or oral, relating thereto – between COURSE and GOLFNOW or FORE Reservations. Except as otherwise provided herein, GOLFNOW may amend the terms and conditions of this Agreement by giving COURSE at least 60 days prior written notice thereof and giving COURSE the option to terminate this Agreement within 30 days of receipt of such notice. This Agreement may be executed in one or more counterparts, with electronic exchange of signatures (pdf) sufficient to bind the Parties. The Agreement shall be binding upon GOLFNOW and COURSE and their respective successors and assigns; provided, however, that COURSE shall not assign this Agreement or any of its rights or obligations hereunder, without the prior written consent of GOLFNOW, which consent shall not be unreasonably withheld, conditioned, or delayed. Any subcontractors retained by GOLFNOW to perform certain obligations hereunder shall be bound by and their actions are governed by this Agreement as if GOLFNOW itself was performing such obligations.

BRUCE BARCLAY BIO

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- Mission to Seoul Korea 1984-85
- Southern Utah University as a student 1986-1995
- Graduated with a BS in Communications with emphasis in Public Relations/Interpersonal/Advertising 1995
- SUU Mail Services started in 2003 as an assistant and then promoted to manager
- SUU Professional Staff Distinguished Service Award in 2008-09
- Parks, Leisure Services, and Aquatics Advisory Board Member 2008-2011
- Parks, Leisure Services, and Aquatics Advisory Board Chairman 2011-current
- Cedar City Horseshoe Pitchers Association President 2013-Current
- Assistant coach High School Swimming at Cedar High from 2003-2011
- Official for Swimming participated 3 years at the Utah State 5A competition at BYU 2004-2011
- Member of the Utah Bagpipe Band since 1973
- Participated in the 2013 World Horseshoe Tournament in St George
- Currently I keep score for all the Southern Utah University Men's Basketball games 2012-Current
- Assistant Coach for Youth Girls Basketball 2012-2013 Cedar Recreation Program
- Utah Summer Games Swimming Coordinator 2003-2011
- Score keeper for the 2014 UHSAA 3A Boys and Girls State Basketball Tournament

